

NA 7/22

**NOTICE TO BIDDERS,  
SPECIFICATIONS, CONTRACT  
AND CONTRACT BOND**

**FOR  
HIGHWAY IMPROVEMENT  
County of Cook, Illinois**



**John Yonan, P.E.**  
Superintendent  
Cook County Department of  
Transportation and Highways

**Toni Preckwinkle**  
Cook County Board President

**Shannon E. Andrews**  
Chief Procurement Officer

**Letting: July 22, 2015**

**Lemont Township 2015 M.F.T. Project: Section: 15-14136-90-RS**

**Various Locations:**

**Fox Tail Lane, Meadow Hill Lane, Briar Patch Lane, Fox Hill Dr., Fox Hill Ct.  
Huntmaster Lane, King Road, Kotlin Road, Dineff Road**

**COOK COUNTY PROCUREMENT CONTRACT NO.: 1555-14634**

**NOTICE TO PROSPECTIVE BIDDERS**

**Submit 1 Original and 2 Copies of Proposal**

The Specifications can be downloaded at <http://legacy.purchasing/public/index.php> (follow online instructions to register, if you have not already). When the plans are not included in the bid document, you must download the Plans (Drawings) at <ftp://highwayftp.cookcountyil.gov> (user name: highwaypublic; password: ftpt3st!)

**Pre-Bid Meeting: Tuesday, July 7, 2015  
11 a.m.**

**Cook County Department of Transportation and Highways  
69 W. Washington Street, Suite 2260  
Chicago, Illinois 60602**

**All questions are due on Thursday, July 9, 2015 no later than 3:00pm Chicago time**

**Send all questions via e-mails to: [danuta.rusin@cookcountyil.gov](mailto:danuta.rusin@cookcountyil.gov)**

**Bid Submitted by:**



**Bid Bond is included**



**A Cashier's Check or a Certified Check is Included**

**Name** K-Five Construction Corporation **Phone No.** (630) 257-5600

**Email** Nicke@k-five.net

**Address** 13769 Main Street

**City** Lemont **State** Illinois **Zip Code** 60439

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180	F	Surety's Statement Of Qualification for Bonding
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**CHICAGO, ILLINOIS  
NOTICE****TO CONTRACTORS FOR A COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS IMPROVEMENT**

Notice is hereby given that sealed bids for a Department of Transportation and Highways Improvement in the County of Cook, Illinois, as described below, will be received at Room 1018, County Building, and 118 North Clark Street, Chicago, Illinois until **Wednesday, July 22, 2015 at 10:00 A.M. (Local Time)** and then publicly opened and read aloud Improvement **Lemont Township 2015 M.F.T. Project** Section: **15-14136-90-RS**  
Various Locations, Township: **Lemont** Cook County Purchasing Contract No.: **1555-14634**

**LOCATION OF IMPROVEMENT**

The proposed improvement is part of the public highway system in the County of Cook, State of Illinois, located by section and route before mentioned, and is indicated on the map showing the County Highway System on file in the office of the County Clerk and also in the office of the Illinois Department of Transportation, Division of Highways, Springfield, Illinois.

The proposed improvements are on the following streets in Lemont Township for a total length to be improved of 10,222 feet (1.9 miles):

Fox Tail Lane (405 feet)	Fox Hill Ct. (260 feet)	Dineff Road (2,963 feet)
Meadow Hill Lane (1900 feet)	Huntmaster Lane (990 feet)	
Briar Patch Lane (670 feet)	King Road (540 feet)	
Fox Hill Dr. (1719 feet)	Kotlin Road (775 feet)	

**DESCRIPTION OF IMPROVEMENT**

This is a Quality Control/Quality Assurance Project.

This project consists of the construction of a nominal 1½" of Bituminous Concrete Surface Course, HMA, Mix "D", N50 and overlay with HMA Leveling Binder (Machine Method). In addition, Hot-In-Place (HIP) recycling of the pavement surface through the Heat Scarification method will be used at some locations. The project also includes the additional supplemental work associated with the above items including Butt Joints and Traffic Control.



# COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS SPECIAL PROVISION CHECKLIST

EFFECTIVE April 20, 2015 v.2015.4

Project: Lemont Township 2015 M.F.T. Project

Limits: Various Locations

Section: 15-14136-90-RS

No.	Description	Origin and Date Last Revised
1	Definition of Terms, Information for Bidders	(CC) February 27, 2015
X 1a	MBE WBE Definition of Terms, Information for Bidders	(CC) July 15, 2014
X 2	Bidding Requirements and Conditions For Contract Proposals	(IL-CC) Jan. 15, 2013
X 3	* Pre-Bid Meeting	(CC) Jan. 15, 2013
X 4	* Wages of Employees on Public Works	(IL-CC) Dec. 26, 2013
4a	Davis Bacon Act (Federal Aid)	(FHWA) Apr. 2009
X 4b	Prevailing Wages for Cook County	Current Month
X 5	Alternate Proposal/Ordinance	(CC) Dec. 28, 2011
X 6	Responsible Bidder Requirement (Non-Federal Aid)	(IL-CC) Dec. 28, 2011
7	FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts	(FHWA) May 1, 2012
7a	Additional State Requirements for Federal-Aid Construction Contracts	(IL Recurring) Jan. 1, 2015
7b	Subletting of Contracts (Federal-Aid Contracts)	(IL Recurring) Jan. 1, 2014
7c	EEO	(IL Recurring) Nov. 18, 1980
7d	Substance Abuse Prevention Program	(IL LRS Recurring) Jan. 1, 2014
8a	* Required Disadvantaged Business Participation (DBE)	(IL-CC) July 15, 2013
X 8b	* MBE/WBE Business Participation	(CC) May 5, 2014
8c	Weekly DBE Trucking Reports (FA locally let projects)	(IL BDE) June 2, 2012
X 9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)	(IL-CC) Jan. 15, 2013
10	Insurance Requirements	(CC) Nov. 13, 2014
X 10a	Township Insurance Requirements	(CC) Nov. 13, 2014
11	* Railroad Protective Liability Insurance	(IL-CC) Dec. 26, 2013
X 12a	Indemnification for Cook County	(CC) Dec. 28, 2011
X 12b	Indemnification (Locals)	(CC) Jan. 23, 2012
X 13	Joint Venture Forms	(CC) Jan. 15, 2013
X 14	Addendum Receipt	(CC) Dec. 28, 2009
15	Not Used	
X 16	* Combination Bidding Process	(IL-CC) Jan. 15, 2013
X 17a	Prompt Pay Mechanisms (Non-Federal Aid)	(CC) Jan. 15, 2013
17b	Prompt Pay Mechanisms (Federal Aid)	(FHWA) Current
18-22	Not Used	
X 23	Contract Claims	(IL-CC) Jan. 15, 2013
X 24	Pre-Construction Conference	(CC) Mar. 18, 1980

	No.	Description	Origin and Date Last Revised
X	25	Mobilization	(CC) Oct. 20, 2009
	26	Contract Extra Work	(CC) Dec. 24, 2012
X	27	Construction Air Quality Diesel Vehicle Emissions Control (Green Construction Ordinance)	(CC) Jan. 15, 2013
X	28	Processing of Extra Work Payment Requests	(CC) Dec. 24, 2012
X	29	Construction Layout Stakes and Survey Control Points	(CC) Jan. 15, 2013
	30	* Municipal Coordination/Transfer of Jurisdiction and/or Maintenance	(CC) Jan. 15, 2013
	31	Engineer's Field Office	(CC) Jan. 15, 2013
X	32	Construction Debris	(CC) July 1, 2006
	33	* Clean Construction and Demolition Debris	(CC) Jan. 15, 2013
	45	Portland Cement Concrete Pavement	(CC) July 1, 2012
	46	Managing Concrete Waste	(CC) Jan. 1, 2009
	47	Class B Patches, Special	(CC) Jan. 1, 2008
	48	Class C Patches, Special	(CC) Jan. 1, 2008
	49	Pavement Removal and Replacement (10Inch)	(CC) Jan. 1, 2008
	50	Dowel Bars	(CC) Jan. 1, 2008
	51	Structural Fiber Reinforced P.C. Concrete Bus Pad (4 Inch)	(CC) Jan. 1, 2008
	52	P.C.C. Bonded Overlay (4 Inch)	(CC) Jan. 1, 2007
	53	Diamond Grinding Concrete Pavement	(CC) Jan. 15, 2013
	54	Saw Cutting Concrete Overlay	(CC) Jan. 1, 2007
	55	Crack Routing and Sealing	(IL-CC) Jan. 1, 2008
	56	Hot-Mix Asphalt Surface Course, Rubber Modified	(CC) Jan. 1, 2008
	57	Rubberized Asphalt Material	(CC) Jan. 1, 2008
	58	Pavement Thickness Deficiency	(CC) Mar. 1, 2008
	59	Survey Monuments	(CC) Jan. 15, 2013
	60	Soils Information	(CC) Jan. 15, 2013
	61	Stockpiled Embankment	(CC) July 1, 2012
	62	Borrow Excavation	(CC) July 1, 2000
	63	Crushed Stone (Temporary Use)	(CC) Jan. 1, 2008
	64	Aggregate Subgrade, (12 INCH)	(IL) Current
	65	Expanded Polystyrene Fill	(CC) Jan. 15, 2013
	66	Cellular Concrete Fill	(CC) July 1, 2006
	67	GEO-GRID Subgrade Reinforcing Mat	(CC) May 1, 2003
	68	Earth Excavation (Special)	(CC) Jan. 15, 2013
	69	P.C.C. Surface Finish	(CC) April 7, 2010
	70	Traffic Barrier Terminal, Type 1, Special	(IL-CC) Jan. 1, 2008
X	72	Cutting Hot-Mix Asphalt Surface	(CC) Jan. 1, 2008

No.	Description	Origin and Date Last Revised
73	Hot-Mix Asphalt Driveway Surface Removal	(CC) July 1, 2012
74	Temporary Butt Joints	(CC) Jan. 1, 2008
75	Hot-Mix Asphalt Stabilized Sub base	(CC) Jan. 1, 2008
76	Hot-In-Place Asphalt Recycling by the Heater Scarifying Overlay Method	(CC) July 1, 2011
77	Treatment of Cracks	(CC) Jan. 1, 2008
78	Strip Reflective Crack Control Treatment, Special	(CC) May 1, 2003
79	Cold Recycled In-Place Bituminous Base Course	(CC) Oct. 1, 2009
80	Temporary By-Pass Pavement (Non-Federal Aid)	(CC) Jan. 1, 2008
81	Temporary By-Pass Pavement (Federal Aid)	(CC) July 1, 2011
82	Reflective Crack Control Treatment	(CC) Jan. 1, 2012
83-116	Not Used	
117	Approach Slab Repair	(IL-CC) Sep. 25, 2009
118	Asbestos Waterproofing Membrane & Asbestos Hot-Mix-Asphalt Surface Removal (BDE)	(IL) Current
119	Not Used	
120	Segmental Concrete Block Walls	(IL) Current
121	Temporary Soil Retention System	(IL) Current
122	Steel Structures	(CC) Nov. 21, 2007
123	Not Used	
124	Cleaning and Painting Existing Steel Structures	(IL) Current
125	Containment and Disposal of Lead Paint Cleaning Residues	(IL) Current
126	Fine or Coarse Aggregate Embankment	(CC) Jan. 12, 2003
127	Strip Seal Joint Assembly with Elastomeric Concrete Headers	(CC) Oct. 3, 2011
128	Drainage System	(IL) Current
129	Grating	(CC) Jan. 15, 2013
130	Silicone Bridge Joint Sealer	(IL) Current
131	Not Used	
132	Deck Slab Repair	(IL) Current
133	Bridge Deck Latex Concrete Overlay	(IL) Current
134	Surface Finish	(IL-CC) Jan. 1, 2007
135-139	Not Used	
137	Welded Wire Fabric, Epoxy Coated	(CC) Nov. 21, 2007
138	Permanent Steel Sheet Piling	(IL) Current
139	Temporary Sheet Piling	(IL) Current
140	Precast Concrete Junction Chambers	(CC) Nov. 1, 2007
141	Jack and Remove Existing Bearings	(IL) Current
142	Jacking Existing Superstructure	(IL) Current
143	Junction Chamber	(CC) Jan. 1, 2007

No.	Description	Origin and Date Last Revised
144	Neoprene Expansion Joint Removal	(CC) Oct. 10, 1995
145	Structural Repair of Concrete	(IL) Current
146	Polymer Modified Portland Cement Mortar	(IL) Current
147	Concrete Wearing Surface for Use With Deck Beams	(IL) Current
148	Sheet Waterproofing Membrane System	(CC) Nov. 19, 1999
149	Chain Link Fence (Modified)	(CC) Jan. 1, 2004
150-155	Not Used	
156	Storm Sewer, (Ductile Iron Pipe) and Storm Sewers, (Extra Strength Vitrified Clay Pipe) in the City of Chicago	(CC) Oct. 20, 2009
157	Water Main for Installation in the City of Chicago	(CC) Dec. 21, 2009
158	Frames, City Electric in the City of Chicago	(CC) July 1, 2012
159	Lids, City Electric in the City of Chicago	(CC) April 14, 2009
160	Lids and Lids, ADA Compliant in the City of Chicago	(CC) April 14, 2009
161	Various City Drainage and Utility Structure Adjustments in the City of Chicago	(CC) Dec. 21, 2009
162	Storm Sewer Installation in the City of Chicago	(CC) Dec. 1, 2009
163	Boring and Jacking Storm Sewers, Sanitary Sewers or Water Mains	(CC) Dec. 1, 2007
164	Storm Sewers Jacked in Place (Over 36 In. Dia.)	(CC) Dec. 21, 2009
165	Storm Sewer Drilled and Pushed (36 In. Dia. Max.)	(CC) Dec. 1, 2007
166	Storm Sewers, Abandon and Fill	(CC) Jan. 15, 2013
167	Storm Sewer to be Televised	(CC) July 1, 2012
168	Connecting Existing Field Drain Tile	(CC) July 1, 2012
169	Plugging Existing Drains and Sewers	(CC) Dec. 1, 2007
170	Blocking Existing Drains and Sewers	(CC) Dec. 21, 2009
171	Manholes to be Reconstructed, Special; Catch Basins to be Reconstructed, Special; Valve Vaults to be Reconstructed, Special	(CC) Dec. 1, 2007
172	Not Used	
173	Manholes, Type A, with Restrictor Plate, Frames and Lids	(CC) July 1, 2012
174	Not Used	
175	Lids and Frames and Lids	(CC) Jan. 15, 2013
176	Frames and Lids to be Adjusted, Special	(CC) Dec. 21, 2009
177	Headwall Inlet and Grate	(CC) July 1, 2012
178	Flared End Sections to be Removed, Flared End Sections to be Relocated	(CC) Dec. 30, 2008
179	Bracing and Sheeting	(CC) Dec. 1, 2007
180	Pavement Replacement	(CC) July 1, 2011
181	Duck Bill Elastomeric Check Valve	(CC) July 1, 2012
182	Catch Basin Oil and Debris Hoods	(CC) Jan. 15, 2013
183	Frames and Lids to be Adjusted, Special (Pavement Recycling)	(CC) Jan. 1, 2013
184	Not Used	

	No.	Description	Origin and Date Last Revised
X	185	* Cooperation With Utilities	(CC) Feb. 10, 2012
	186	Water Valve Boxes to be Adjusted and Domestic Meter Vaults to be Adjusted	(CC) Dec. 21, 2009
	187	Domestic Water Service Boxes to be Adjusted	(CC) Dec. 21, 2009
	188	Filling Existing Valve Vaults	(CC) Dec. 21, 2009
	189	Valve Vaults to be Removed	(CC) Dec. 21, 2009
	190	Water Main Installation	(CC) Dec. 1, 2009
	191	Fire Hydrants Vertical Adjustment	(CC) Dec. 21, 2009
	192	Sanitary Sewer Installation	(CC) July 1, 2012
	193	Sanitary Manholes	(CC) Dec. 21, 2009
	194	Waterproofing of Existing Sanitary Manholes	(CC) July 1, 2012
	195-199	Not Used	
	200	Cleaning Existing Manholes, Catch Basins or Inlets and Cleaning Existing Storm Sewer and Pipe Culverts	(CC) Dec. 1, 2008
	201	Not Used	
	202	* National Pollutant Discharge Elimination System	(CC) January 1, 2013
	203	Not Used	
	204	Maintaining Drainage and Stream Protection	(CC) Dec. 1, 2007
	205	Storm Water Pollution Separation System	(CC) July 1, 2012
	206	Storm Water Pollution Separation System (SPECIAL)	(CC) Dec. 1, 2007
	207	Storm Water Pollution Separation System (In-Line)	(CC) July 1, 2012
	208-210	Not Used	
	211	Seeding	(CC) Sept. 1, 2002
	212	Sodding	(CC) Jan. 15, 2013
	213	Trees To Be Planted	(CC) Jan. 1, 2013
	214	Salvaging and Transplanting Trees; Salvaging and Transplanting Shrubs	(CC) Sept. 1, 2002
	215	Planting Woody Plants	(CC) Jan. 1, 1997
	216	Seeding, Fine Fescue Blend	(CC) Jan. 1, 2007
	217	Seeding, Class 4B Modified	(CC) Jan. 1, 2007
	218-226	Not Used	
X	227	Work Zone Traffic Control Surveillance	(IL) Current
	228	Traffic Control Devices – Detour Routing	(CC) July 1, 2012
	229	Not Used	
	230	Sign Identification Decal	(CC) Jan. 15, 2013
X	231	Traffic Protection	(CC) July 1, 2012
	232-235	Not Used	
	236	Project Signs Plaque	(CC) Jan. 15, 2013
	237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
	238	Raised Reflective Pavement Marker	(IL-CC) July 1, 2012

No.	Description	Origin and Date Last Revised
239-240	Not Used	
241	Traffic Signal Work General	(ILD1CC) Jan. 15, 2013
242	Construction at Railroad Crossing	(CC) June 1, 2012
243	Signal Head, Optically Programmed Signal Head and Pedestrian Signal Head	(CC) June 1, 2012
244	Light Emitting Diode (LED) Traffic Signal	(ILD1CC) June 1, 2012
245	Light Emitting Diode (LED) Pedestrian Countdown Signal Head	(ILD1CC) June 1, 2012
246	Traffic Signal Backplate	(ILD1CC) June 1, 2012
247	Illuminated Sign, Light Emitting Diode	(ILD1CC) June 1, 2012
248	Traffic Signal Post, Pedestrian Pushbutton Post	(ILD1CC) June 1, 2012
249	Steel Mast Arm Assembly and Pole and/or Steel Combination Mast Arm Assembly and Pole	(ILD1CC) June 1, 2012
250	Traffic Actuated Controller, Traffic Actuated Controller with Cabinet, Inductive Loop Detector	(ILD1CC) Jan. 15, 2013
251	Master Controller	(ILD1CC) Jan. 15, 2013
252	Detector Loop	(ILD1CC) Jan. 15, 2013
253	Video Detection System For Temporary Traffic Signal Installation	(CC) June 1, 2012
254	Pedestrian Pushbutton	(ILD1CC) June 1, 2012
255	Conduit	(IL-CC) June 1, 2012
256	Coilable Non-Metallic Conduit	(ILD1CC) June 1, 2012
257	Not Used	
258	Electric Cable	(ILD1CC) June 1, 2012
259	Railroad Interconnect Cable	(ILD1CC) June 1, 2012
260	Fiber Optic Cable	(ILD1CC) June 1, 2012
261	System Ground and Grounding Cable	(ILD1CC) June 1, 2012
262	Grounding Existing Handhole Frame and Cover	(ILD1) Current
263	Service Installation, Pole Mounted	(ILD1CC) June 1, 2012
264	Service Installation, Ground Mounted	(ILD1CC) June 1, 2012
265	* Electric Service	(CC) Jan. 15, 2013
266	Handhole	(ILD1CC) June 1, 2012
267	Rebuild Existing Handhole, Rebuild Existing Heavy Duty Handhole, Rebuild Existing Double Handhole	(CC) June 1, 2012
268	Concrete Foundation	(ILD1CC) June 1, 2012
269	Modify Existing Type "D" Foundation	(CC) June 1, 2012
270	Remove Existing Traffic Signal Equipment	(ILD1CC) June 1, 2012
271	Temporary Traffic Signal Installation	(ILD1CC) Jan. 15, 2013
272	Maintenance of Existing Traffic Signal Installation	(ILD1CC) June 1, 2012
273	Emergency Vehicle Priority System	(ILD1CC) June 1, 2012
274	Relocate Existing Emergency Vehicle Priority System, Detector Unit	(CC) June 1, 2012
275	Relocate Existing Emergency Vehicle Priority System, Phasing Unit	(CC) June 1, 2012
276	Confirmation Beacon System	(CC) June 1, 2012

No.	Description	Origin and Date Last Revised
277	Re-Optimize Traffic Signal System	(ILD1CC) Jan. 15, 2013
278	Optimize Traffic Signal System	(ILD1CC) Jan. 15, 2013
279	Median Removal and Replacement	(CC) June 1, 2012
280	Sidewalk Removal and Replacement	(CC) June 1, 2012
281	Relocate Existing Light Standard and Luminaire Complete in Place	(CC) Jan. 15, 2013
282	Maintenance Of Lighting System	(ILD1CC) June 1, 2012
283	City Electric Manholes to be Adjusted	(CC) June 1, 2012
284	Uninterruptible Power Supply (UPS)	(ILD1CC) June 1, 2012
285	Traffic Signal Cabinet Load Switch	(CC) June 1, 2012
286	Temporary Traffic Signal Timings	(ILD1CC) June 1, 2012
287	Combination Lighting and Traffic Signal Service Installation, Pole Mounted	(CC) June 1, 2012
288	Illuminated Street Name Sign	(ILD1CC) June 1, 2012
289	Relocate Existing Illuminated Street Name Sign	(CC) June 1, 2012
290	Video Detection System, Single Camera Processor Video Detection	(CC) June 1, 2012
291	Video Detection System, Complete Intersection	(CC) June 1, 2012
292	Not Used	
293	Uninterruptible Power Supply Without Cabinet	(CC) June 1, 2012
294	Modifying Existing Controller Cabinet	(ILD1CC) June 1, 2012
295-300	Not Used	

#### Additional Inserted Special Provisions (As Required)

- 400 Contract Exhibit A Scheduling (April 2, 2015)
- 403 IDOT Bureau of Design & Environment Checklist (1/16/15 & 3/6/15 lettings)
- 404 IDOT Bureau of Local Roads and Streets District 1 Checklist (1/9/2015)
- 405 Pavement Rehabilitation by Hot In-Place Recycling
- 406 HMA Prime Coat
- 410 Reclaimed Asphalt Pavement and Reclaimed Asphalt Shingles
- 420 Additional Township Special Provisions
- 430 Cover Sheet
- 440 Location Maps
- 450 Typical Cross Section

### Additional Document Inclusions (Required)

X	*0 01	Cover Sheet	(CC) April 7, 2015
X	*0 02	Notice Sheet	(CC) Jan. 15, 2013
X	*C	Proposal Sheet	(CC) Jan. 1, 2008
	*E(DBE)	DBE Economic Disclosure Statement Identification of Subcontractors, Suppliers and Sub consultants Form; Electronics Payables Program ("E-Payables"); Veteran's Preference for VBE and SDVBE; Affidavit Veteran's Workplace Preference Public Works Contracts; Economic Disclosure Statement and Execution Document Index; Instructions for Completion of Economic Disclosure Statement and Execution Documents; Certifications; Execution Pages; Insert IDOT Certificate of Eligibility; Insert IDOT Affidavit of Availability; Labor Standards & Prevailing Wage Requirements; DBE Forms	(CC) April 7, 2015
X	*E(MWBE)	MBE/WBE Economic Disclosure Statement: Identification of Subcontractors, Suppliers and Sub consultants Form; Electronics Payables Program ("E-Payables"); Veteran's Preference for VBE and SDVBE; Affidavit Veteran's Workplace Preference Public Works Contracts; Economic Disclosure Statement and Execution Document Index; Instructions for Completion of Economic Disclosure Statement and Execution Documents; Certifications; Execution Pages; Insert IDOT Certificate of Eligibility; Insert IDOT Affidavit of Availability; Labor Standards & Prevailing Wage Requirements; M/WBE Forms	(CC) April 7, 2015
X	F	Surety's Statement Of Qualification for Bonding	(CC) June 2, 2011
X	*G1	Trust Agreement	(CC) May 20, 2015
X	*H	Performance and Payment of Bond Form	(CC) June 9, 2011
X	*I	Contract	(CC) Jan. 15, 2013
X	*J	Schedule of Prices Sheets	(CC) Dec. 28, 2011
X	*K	Proposal Bid Bond	(CC) Jan. 15, 2013
X	*L	Bid Deposit Form	(CC) Jan. 15, 2013

\* Special Provisions marked with an asterisk (\*) have information that must be filled in prior to inclusion in the Contract Documents.



### Origin of Special Provisions

(CC)	Initiated by Cook County Department of Transportation and Highways
(IL) Current	Initiated by Illinois Department of Transportation
(ILD1) Current	Initiated by Illinois Department of Transportation District 1
(IL-CC)	Initiated by the Illinois Department of Transportation and amended by Cook County Department of Transportation and Highways
(ILD1-CC)	Initiated by Illinois Department of Transportation District 1 and amended by Cook County Department of Transportation and Highways
(IL Recurring)	Initiated by Illinois Department of Transportation Recurring Special Provisions
(IL LR Recurring)	Initiated by Illinois Department of Transportation Local Roads Recurring Special Provisions
(IL BDE)	Initiated by Illinois Department of Transportation Bureau of Design and Environment
(IL LR)	Initiated by Illinois Department of Transportation Bureau of Local Roads and Streets
(IL D-1)	Initiated by Illinois Department of Transportation District 1

Initiating Bureau/Division	Cook County Department of Transportation and Highways Special Provision Catalog Number
Contract Documents Office	1-20
Construction Bureau	21-40
Pavement Geometrics Division	41-114
Structural Division	115-155
Drainage Division	156-210
Landscaping Division	211-225
Transportation and Planning Bureau	226-240

**BDE SPECIAL PROVISIONS**  
For the January 16 and March 6, 2015 Lettings

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An \* indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80240	1	Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099	2	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274	3	Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192	4	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	5	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2013
80241	6	Bridge Demolition Debris	July 1, 2009	
5026I	7	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5048I	8	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	9	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5053I	10	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80310	11			2015
80311	12			2015
80198	13	Completion Date (via calendar days)	April 1, 2008	
80199	14	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	15	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2014
80294	16	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
80311	17	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80334	18	Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
80277	19	Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261	20	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	21	Contract Claims	April 1, 2014	
80029	22	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
80265	23	Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
80229	24	Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80329	25	Glare Screen	Jan. 1, 2014	
80304	26	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	27	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322	28	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
80323	29	Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
80347	30	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	
80348	31	x Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
80315	32	Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80336	34	Longitudinal Joint and Crack Patching	April 1, 2014	
80324	35	LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	Nov. 1, 2014
80325	36	LRFD Storm Sewer Burial Tables	Nov. 1, 2013	Nov. 1, 2014
80045	37	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80165	39	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80337	40	Paved Shoulder Removal	April 1, 2014	
80349	41	Pavement Marking Blackout Tape	Nov. 1, 2014	
80298	42	Pavement Marking Tape Type IV	April 1, 2012	
80254	43	Pavement Patching	Jan. 1, 2010	

File Name	#	Special Provision Title	Effective	Revised
80352	44	Pavement Striping - Symbols	Jan. 1, 2015	
80353	45	Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	
80338	46	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343	47	Precast Concrete Handhole	Aug. 1, 2014	
80300	48	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	49	Progress Payments	Nov. 2, 2013	
3426I	50	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	51	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	52	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2014
80350	53	Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	54	Reinforcement Bars	Nov. 1, 2013	
80344	55	Rigid Metal Conduit	Aug. 1, 2014	
80354	56	Sealant for Concrete Joints	Jan. 1, 2015	
80340	57	Speed Display Trailer	April 2, 2014	
80127	58	Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317	59	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80355	60	Temporary Traffic Control	Jan. 1, 2015	
80301	61	Tracking the Use of Pesticides	Aug. 1, 2012	
80356	62	Traffic Signs - R 1-1	Jan. 1, 2015	
20338	63	Training Special Provisions	Oct. 15, 1975	
80318	64	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80345	65	Underpass Luminaire	Aug. 1, 2014	
80357	66	Urban Roadway Closures with Mountable Median	Jan. 1, 2015	
80346	67	Waterway Obstruction Warning Luminaire	Aug. 1, 2014	
80288	68	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
80302	69	Weekly DBE Trucking Reports	June 2, 2012	
80289	70	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	71	Working Days	Jan. 1, 2002	

The following special provisions are in the 2015 Supplemental Specifications and Recurring Special Provisions:

File Name	Special Provision Title	New Location	Effective	Revised
80292	Coarse Aggregate in Bridge Approach Slabs/Footings	Articles 1004.01(b) and 1004.02(f)	April 1, 2012	April 1, 2013
80303	Granular Materials	Articles 1003.04, 1003.04(c), and 1004.05(c)	Nov. 1, 2012	
80330	Pavement Marking for Bike Symbol	Article 780.14	Jan. 1, 2014	
80331	Payrolls and Payroll Records	Recurring CS #1 and #5	Jan. 1, 2014	
80332	Portland Cement Concrete - Curing of Abutments and Piers	Article 1020.13	Jan. 1, 2014	
80326	Portland Cement Concrete Equipment	Article 1103.03(a)(5)	Nov. 1, 2013	
80281	Quality Control/Quality Assurance of Concrete Mixtures	Recurring CS #31	Jan. 1, 2012	Jan. 1, 2014
80283	Removal and Disposal of Regulated Substances	Articles 669.01, 669.08, 669.09, 669.14, and 669.16	Jan. 1, 2012	Nov. 2, 2012
80319	Removal and Disposal of Surplus Materials	Article 202.03	Nov. 2, 2012	
80307	Seeding	Article 250.07	Nov. 1, 2012	
80339	Stabilized Subbase	Article 312.06	April 1, 2014	
80333	Traffic Control Setup and Removal Freeway/Expressway	Articles 701.18(l) and 701.19(a)	Jan. 1, 2014	

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

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√	Dir	File Name	Spec Title	Spec Dates
	DES\	1048945R.DOC	Maintenance of Roadways	E 9/30/85 R 11/1/96
	DES\	1078948R.DOC	Tollway Permit and Bond	E 01/13/89
	DES\	1080301.doc	Restriction on Working Days After a Completion Date	E 01/21/03 R 01/01/07
	DES\	1086587r.doc	Failure to Complete the Work on Time	E 09/30/85 R 01/01/07
	DES\	1088949R.DOC	Completion Date Plus Working Days	E 09/30/85 R 01/01/07
	DES\	1088951R.DOC	Incentive Payment Plan	E 10/01/95 R 01/01/07
	DES\	2080101.doc	RAP For Non-Porous Embankment and Backfill	E 04/01/01 R 01/01/07
	DES\	4020211.doc	Aggregate Surface Course for Temporary Access	E 04/01/01 R 01/02/07
	DES\	4408955R.DOC	Pavement Removal, Special	E 01/13/89 R 01/01/07
	DES\	5028956R.DOC	Rock Excavation for Structures, Special	E 09/30/85 R 01/01/07
	DES\	5038957R.DOC	Rustication Finish For Retaining Walls	E 05/01/90 R 01/01/07
	DES\	5501234R.DOC	Storm Sewer Adjacent to or Crossing Water Main	E 02/01/96 R 01/01/07
	DES\	5508960R.DOC	Storm Sewers & Sewer Connections to City of Chicago Sewers	E 09/30/85 R 01/01/07
	DES\	6008961R.DOC	Slotted Drain	E 09/30/85 R 01/01/07
	DES\	6028962R.DOC	Cleaning Existing Drainage Structures	E 09/30/85 R 12/01/11
	DES\	6068964R.DOC	Concrete Curb, Type B (Modified)	E 09/30/85 R 01/01/07
	DES\	6068965R.DOC	Stabilized Median Surface	E 09/30/85 R 01/01/07
	DES\	6370499.doc	Aggregate For Concrete Barrier (D-1)	E 03/11/04 R 01/24/08
	DES\	7016789.DOC	Traffic Control & Protection (Arterials)	E 02/01/96 R 03/01/11
	DES\	9018967R.DOC	Traffic Control Plan	E 09/30/85 R 01/01/07
	DES\	Adjustments-Reconstructs.doc	Adjustments and Reconstructions	E 03/15/11
	DES\	AGG SUBGR IMPROVEMENT(D1).doc	Aggregate Subgrade Improvement (D1)	E 02/22/12 R 11/01/14
	DES\	Bit Coated Agg Slopewall.doc	Bituminous Coated Aggregate Slopewall	E 01/01/07
	DES\	CA Backfill Trench Backfill Bedding (D1).doc	Coarse Aggregate for Backfill, Trench Backfill and Bedding (D-1)	E 11/01/11 R 11/01/13
	DES\	CAC-BMPR.doc	Calcium Aluminate Cement (BMPR)	E 07/01/13
	DES\	Conc Noise Abate Wall(D1).docx	Concrete Noise Abatement Walls (Absorptive & Reflective)(Dist 1)	E 09/05/08 R 01/12/11
	DES\	CTA Flag Coordination.doc	CTA Flagging and Coordination	E 05/14/98 R 08/27/09
	DES\	Drain Inlet Prot Undr Traff(D1).doc	Drainage And Inlet Protection Under Traffic (D-1)	E 04/01/11 R 04/02/11
	DES\	Embankment I.doc	Embankment I	E 03/01/11 R 11/01/13
	DES\	Embankment II.doc	Embankment II	E 03/01/11 R 11/01/13
	DES\	ENG FIELD OFF TY A (SP).doc	Engineer's Field Office Type A (Special)	E 12/01/11 R 05/01/13
	DES\	Grade Shape Shldr.doc	Grading and Shaping Shoulders	E 12/28/01 R 01/01/07
	DES\	GTR Modified Binder(D-1).doc	Ground Tire Rubber (GTR) Modified Asphalt Binder (D-1)	E 06/29/06 R 01/01/13
	DES\	Heat of Hydration Ctrl (D1).doc	Heat of Hydration Control (D-1)	E 11/01/13
	DES\	HMA Mix Des Reqmts(D-1).doc	HMA Mixture Design Requirements (D-1)	E 01/01/13 R 11/01/14
	DES\	HMA QCP (BMPR).doc	Hot Mix Asphalt Quality Control for Performance (BMPR)	E 01/01/12 R 12/01/14
	DES\	HMA Quantity Correction (BMPR).doc	Hot Mix Asphalt - Quantity Correction (BMPR)	E 10/01/14 R 10/02/14
√	DES\	Hot in Place Recycle.doc	Pavement Rehabilitation by Hot In-Place Recycling	E 07/11/03 R 05/05/14
	DES\	LightwtCellularConcFill(D1).doc	Lightweight Cellular Concrete Fill (D-1)	E 11/11/01 R 02/28/13
	DES\	Pub Conv Sfty(D1).doc	Public Convenience and Safety (D-1)	E 05/01/12 R 07/15/12
√	DES\	RAP-RAS(D1).doc	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS) (D-1)	E 11/01/12 R 01/02/15
	DES\	Slipform Paving (D-1).doc	Slipform Paving (D-1)	E 11/01/14
	DES\	Status Utility Adi-90day.doc	Status Of Utilities To Be Adjusted	E 01/30/87 R 01/24/13
	DES\	TEMP PVMT.doc	Temporary Pavement	E 03/01/03 R 04/10/08
	DES\	WINTERIZED TEMP ACCESS 3-5-	Winterized Temporary Access	E 01/01/12 R 03/05/12

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		12.doc		
<b><u>Bureau of Electrical Special Provisions</u></b>				
ELEV		Elec Serv Disc lgt sig 2012.doc	Electric Service Disconnect, Lighting And Traffic Signal	E 1/1/2012
ELEV		General Electrical Provisions 2012.doc	General Electrical Requirements GPS	E 1/1/2012
ELEV		HPS Underpass 2012.doc	Underpass Luminaire, HPS, Stainless Steel Housing	E 1/1/2012
ELEV		Junction Box Embedded 2012.doc	Junction Box Embedded In Structure	E 1/1/2012
ELEV		Lighting Controller SCADA 2012.doc	Lighting Controller, Radio Control, Duplex, Console Type	E 1/1/2012
ELEV		Lighting Maint 2012.doc	Maintenance Of Lighting Systems	E 1/1/2012
ELEV		Light Tower 2012.doc	Light Tower	E 1/1/2012
ELEV		Luminaire 2012.doc	Luminaire	E 1/1/2012
ELEV		Luminaire safety cable 2012.DOC	Luminaire Safety Cable Assembly	E 1/1/2012
ELEV		Protect Underpass LightingSystem 2012.doc	Protect & Maintain Underpass Luminaires	E 1/1/2012
ELEV		Raceway Exposed 2012.DOC	Exposed Raceways	E 1/1/2012
ELEV		Raceway Underground 2012.DOC	Underground Raceways	E 1/1/2012
ELEV		Service Connection 2012.doc	Electric Utility Service Connection (ComEd)	E 1/1/2012
ELEV		Service Install 2012.doc	Electric Service Installation	E 1/1/2012
ELEV		Temp light SingleLaneStg 2012.doc	Temporary Lighting For Single Lane Staging	E 01/01/2012
ELEV		Temp pole install 2012.DOC	Temporary Wood Pole, Install Only	E 1/1/2012
ELEV		Unit Duct 2012.DOC	Unit Duct	E 1/01/2012
ELEV		Wire Cable 2012.doc	Wire and Cable	E 1/1/2012
<b><u>Guide Bridge Special Provisions</u></b>				
GBS\	gbsp04.doc	Polymer Modified Portland Cement Mortar		E 6/7/94 R 07/26/13
GBS\	gbsp12.doc	Drainage System		E 06/10/94 R 01/01/07
GBS\	gbsp13.doc	Floating Bearings		E 10/13/88 R 10/30/12
GBS\	gbsp14.doc	Jack and Remove Existing Bearings		E 04/20/94 R 01/01/07
GBS\	gbsp15.doc	Three Sided Precast Concrete Structure		E 07/12/94 R 10/15/11
GBS\	gbsp16.doc	Jacking Existing Superstructure		E 01/11/93 R 01/01/07
GBS\	gbsp17.doc	Bonded Preformed Joint Seal		E 07/12/94 R 01/01/07
GBS\	gbsp18.doc	Modular Expansion Joint		E 5/19/94 R 04/18/14
GBS\	gbsp21.doc	Cleaning and Painting Contact Surfaces of Existing Steel Structures		E 05/15/91 R 05/18/11
GBS\	GBSP25.doc	Cleaning and Painting Existing Steel Structures		E 10/02/01 R 04/19/12
GBS\	GBSP26.doc	Containment and Disposal of Lead Paint Cleaning Residues		E 10/02/01 R 04/30/10
GBS\	gbsp28.doc	Deck Slab Repair		E 05/15/95 R 10/15/11
GBS\	gbsp29.doc	Bridge Deck Microsilica Concrete Overlay		E 05/15/95 R 10/30/12
GBS\	GBSP30.doc	Bridge Deck Latex Concrete Overlay		E 05/15/95 R 01/18/11
GBS\	gbsp31.doc	Bridge Deck HRM Concrete Overlay		E 01/21/00 R 10/30/12
GBS\	gbsp32.doc	Temporary Sheet Piling		E 09/02/94 R 01/31/12
GBS\	gbsp33.doc	Pedestrian Truss Superstructure		E 1/13/98 R 04/18/14
GBS\	GBSP34.doc	Concrete Wearing Surface		E 6/23/94 R 02/06/13
GBS\	GBSP35.doc	Silicone Bridge Joint Sealer		E 08/01/95 R 10/15/11
GBS\	GBSP38.doc	Mechanically Stabilized Earth Retaining Walls		E 02/03/99 R 08/29/14
GBS\	GBSP42.doc	Drilled Soldier Pile Retaining Wall		E 09/20/01 R 01/03/14
GBS\	GBSP43.doc	Driven Soldier Pile Retaining wall		E 11/13/02 R 01/03/14
GBS\	GBSP44.doc	Temporary Soil Retention System		E 12/30/02 R 05/11/09
GBS\	GBSP45.doc	Bridge Deck Thin Polymer Overlay		E 05/07/97 R 02/06/13
GBS\	GBSP46.doc	Geotextile Retaining walls		E 09/19/03 R 07/26/13
GBS\	GBSP51.doc	Pipe Underdrains for Structures		E 05/17/00 R 01/22/10

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GBS\	GBSP53.doc	Structural Repair of Concrete	E 03/15/06 R 08/29/14
GBS\	GBSP55.doc	Erection of Curved Steel Structures	E 06/01/07
GBS\	GBSP56.doc	Setting Piles In Rock	E 11/14/96 R 04/19/12
GBS\	GBSP57.doc	Temporary Mechanically Stabilized Earth Retaining Walls	E 01/06/03 R 08/29/14
GBS\	GBSP59.doc	Diamond Grinding and Surface Testing Bridge Sections	E 12/06/04 R 01/03/14
GBS\	GBSP60.doc	Containment and Disposal of Non Lead Paint Cleaning Residues	E 11/25/04 R 03/06/09
GBS\	GBSP61.doc	Slipform Parapet	E 06/01/07 R 08/17/12
GBS\	GBSP62.doc	Concrete Deck Beams	E 06/13/08 R 10/09/09
GBS\	GBSP64.doc	Segmental Concrete Block Wall	E 01/07/99 R 10/30/12
GBS\	GBSP65.doc	Precast Modular Retaining Wall	E 03/19/01 R 01/03/14
GBS\	gbsp67.doc	Structural Assessment Reports for Contractor's Means and Methods	E 03/06/09
GBS\	GBSP70.doc	Braced Excavation	E 08/09/95 R 05/18/11
GBS\	GBSP71.doc	Aggregate Column Ground Improvement	E 01/15/09 R 10/15/11
GBS\	GBSP72.doc	Bridge Deck Fly Ash or Ground Granulated Blast-Furnace Concrete Overlay	E 01/18/11 R 10/15/11
GBS\	GBSP73.doc	Cofferdams	E 10/15/11 R
GBS\	GBSP74.doc	Permanent Steel Sheet Piling (LRFD)	E 01/31/12 R 08/17/12
GBS\	GBSP75.doc	Bond Breaker for Prestressed Concrete Bulb-T Beams	E 04/19/12 R
GBS\	GBSP76.doc	Granular Backfill for Structures	E 04/19/12 R 10/30/12
GBS\	GBSP77.doc	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls and Culverts	E 04/19/12 R 10/22/13
GBS\	GBSP78.doc	Bridge Deck Construction	E 10/22/13 R 04/18/14
GBS\	GBSP80.doc	Fabric Reinforced Elastomeric	E 08/29/14
GBS\	index.doc	GBSP Check Sheet	E 11/07/14

**Bridge and Roadway Maintenance Special Provisions**

MNT1\	ADJRCK.doc	Adjust Rocker and Sole Plate	E 01/23/95 R 01/01/07
MNT1\	APPR SLAB REM&REPL.doc	Approach Slab Removal & Replacement	E 12/28/01 R 01/01/07
MNT1\	APSLRP.DOC	Approach Slab Repair	E 03/13/97 R 09/25/09
MNT1\	Bmstrt.doc	Beam Straightening	E 12/06/94 R 01/01/07
MNT1\	Br-Dk-Conc-Sealer.doc	Bridge Deck Concrete Sealer	E 06/17/10 R 07/01/12
MNT1\	Brgpad.doc	Bearing Pad Adjustment	E 07/27/94 R 01/01/07
MNT1\	Bridge Drain Sys Repair.doc	Bridge Drainage System Repairs	E 11/16/10 R 09/15/11
MNT1\	BRR.doc	Bridge Rail Removal	E 04/15/99 R 01/01/07
MNT1\	Cleaning Drainage System.doc	Cleaning Drainage System	E 06/21/04 R 08/30/10
MNT1\	Concscar.doc	Concrete Bridge Deck Scarification [W/New HMA Overlay W/O WMS]	E 11/22/02 R 01/01/07
MNT1\	CWS.DOC	Concrete Wearing Surface [Use on Slab Bridges - for PPC Dk Bms use GBSP34]	E 06/23/94 R 01/01/07
MNT1\	Debris Removal.doc	Debris Removal	E 06/27/02
MNT1\	dowelrp.doc	Dowel Repair	E 07/27/94 R 01/01/07
MNT1\	EPXINJ.DOC	Epoxy Injection	E 12/06/94 R 01/01/07
MNT1\	Fldrex.doc	Floor Drain Extension	E 02/01/96 R 04/07/98
MNT1\	Grade Shape Foreslope.doc	Grading And Shaping Foreslopes	E 04/01/08
MNT1\	Groutrp.doc	Grout Repair	E 07/27/94 R 01/01/07
MNT1\	HMArm1.doc	Hot-Mix Asphalt Surface Removal Complete	E 12/08/93 R 01/01/07
MNT1\	HMArm2.DOC	Hot-Mix Asphalt Surface Removal [Use w/ PPC Deck Beams]	E 07/27/94 R 01/01/07
MNT1\	HMArm3.doc	Hot-Mix Asphalt Surface Removal (Deck)	E 04/29/96 R 01/01/07
MNT1\	HMArm4.doc	Hot-Mix Asphalt Surface Removal [Use w/Deck Slab Repairs]	E 07/27/94 R 01/01/07
MNT1\	Jckcrb.doc	Jacking and Cribbing	E 10/05/99 R 01/01/07
MNT1\	JKRPBR.DOC	Jack and Reposition Bearings	E 12/15/93 R 07/15/96
MNT1\	Keep Toll Open To Traffic.doc	Keeping the Tollway Open to Traffic	E 03/22/96 R 10/12/10
MNT1\	Keywyrp.doc	Keyway Repair	E 07/27/94 R 08/12/11
MNT1\	NIGHT WZ LIGHT(D1).doc	Nighttime Work Zone Lighting (D1)	E 11/01/08 R 06/15/10

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MNT1\	<u>Paint Warranty7.doc</u>	Warranty for Cleaning and Painting Steel Structures	E 03/03/00 R 11/24/04
MNT1\	<u>PINLNK.DOC</u>	Pin and Link Replacement	E 11/20/95 R 06/20/96
MNT1\	<u>PINRR.DOC</u>	Pin Replacement	E 06/11/96 R 06/20/96
MNT1\	<u>plexdd.doc</u>	Plug Existing Deck Drains	E 11/06/96 R 01/01/07
MNT1\	<u>PPROSH.DOC</u>	Permanent Protective Shield System	E 10/03/96 R 06/27/08
MNT1\	<u>PrGrAng.doc</u>	Pressure Grouting Angles	E 06/01/93 R 01/01/07
MNT1\	<u>reanocr.doc</u>	Re-Anchor Existing Expansion Joint Angles	E 02/20/98
MNT1\	<u>REBAR.DOC</u>	Cleaning and Painting Exposed Rebar	E 03/20/97 R 01/01/07
MNT1\	<u>RECIBm.doc</u>	Removal of Existing Concrete I-Beam	E 07/09/98 R 05/05/99
MNT1\	<u>REXPCCDB.doc</u>	Removal of Existing Precast Prestressed Concrete Deck Beams	E 10/28/98 R 01/01/07
MNT1\	<u>RREXRL.DOC</u>	Removing and Re-Erecting Existing Railing	E 10/31/96 R 01/01/07
MNT1\	<u>Scarify.doc</u>	Concrete Bridge Deck Scarification	E 05/15/95 R 01/01/07
MNT1\	<u>SteelRem.doc</u>	Structural Steel Removal	E 10/03/97 R 01/01/07
MNT1\	<u>steelrep.doc</u>	Structural Steel Repair	E 12/15/00 R 01/01/07
MNT1\	<u>STRBM.DOC</u>	Straighten Bent Members	E 01/23/97 R 06/19/06
MNT1\	<u>StructRepConcr(SP).doc</u>	Structural Repair Of Concrete (Special)	E 04/02/07
MNT1\	<u>Tmpsh1.doc</u>	Temporary Shoring & Cribbing [when req'd for damaged beam replacement; requires SE]	E 06/16/92 R 03/11/03
MNT1\	<u>Tmpsh1a.doc</u>	Temporary Shoring & Cribbing [when "May be req'd" for or Day Labor beam replacement; No SE req'd]	E 06/16/92 R 04/22/03
MNT1\	<u>Tmpsh2.doc</u>	Temporary Shoring and Cribbing [for use w/longitudinal joint. closure on slab bridges]	E 07/27/94 R 03/11/03
MNT1\	<u>TMPSH3.DOC</u>	Temporary Shoring and Cribbing [Use during Pile Repair]	E 07/16/92 R 03/11/03
MNT1\	<u>TMPSH4.DOC</u>	Temporary Shoring and Cribbing [Use to support Beams over substructure repair]	E 7/16/92 R 10/17/11
MNT1\	<u>TMPSH5.DOC</u>	Temporary Shoring and Cribbing [Support Slab Bridge during Joint reconstruction]	E 07/16/92 R 03/11/03
MNT1\	<u>TMPSH6.DOC</u>	Temporary Shoring and Cribbing [support effected beam during beam end repairs]	E 10/22/04 R 11/09/04
MNT1\	<u>TMPSLB.DOC</u>	Temporary Slab Support System [use with beam replacement]	E 07/27/94 R 03/11/03
MNT1\	<u>TMPSP1.DOC</u>	Temporary Support System [Use for Pin & Link Replacement]	E 11/20/95 R 04/04/97
MNT1\	<u>TMPSP2.DOC</u>	Temporary Support System [Use if Pins over RR]	E 11/20/95 R 03/11/03
MNT1\	<u>Work Zone Traff Ctrl(D1-M).doc</u>	Work Zone Traffic Control (D-1 Maintenance)	E 05/30/96 R 06/15/10
MNT2\	<u>COARSE SAND PLACEMENT.doc</u>	Coarse Sand Placement	E 02/07/07
MNT2\	<u>GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING.doc</u>	General Requirements For Weed Control Spraying	E 02/07/07
MNT2\	<u>MULCH PLACEMENT FOR WOODY PLANTS.doc</u>	Mulch Placement For Woody Plants	E 02/07/07
MNT2\	<u>Pruning-safety.doc</u>	Pruning For Safety And Equipment Clearance	E 10/31/06
MNT2\	<u>SELECTIVE CLEARING.doc</u>	Selective Clearing	E 02/08/07
MNT2\	<u>WEED CONTROL PRE-EMERGENT GRANULAR HERBICIDE.doc</u>	Weed Control, Pre-Emergent Granular Herbicide	E 07/29/02 R 02/07/07
MNT2\	<u>WEED CONTROL. NON-SELECTIVE AND NON-RESIDUAL.doc</u>	Weed Control, Non-Selective And Non-Residual	E 02/07/07
MNT2\	<u>WEED CONTROL. TEASEL (POUND).doc</u>	Weed Control, Teasel (Pound)	E 02/07/07

**Bureau of Traffic Special Provisions**



**SPECIAL PROVISIONS CHECK LIST**  
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<b>Designer:</b>	<u>CCDOH</u>	<b>FAP:</b>	
<b>Contract No.:</b>		<b>Section:</b>	<u>15-14136-90-RS</u>
		<b>County:</b>	<u>COOK</u>

TRF\	7030001T.DOC	Type III Temporary Tape For Wet Conditions	E 02/01/11
TRF\	8500002T.DOC	Full-Actuated Controller And Cabinet (Special)	E 1/1/02 Rev 1/1/07
TRF\	8500003T.DOC	Master Controller (Special)	E 01/01/97 R 01/01/07
TRF\	8500004T.DOC	Full-Actuated Controller (Special)	E 9/26/95 Rev 1/1/07
TRF\	8500005T.DOC	Modify Existing Type "D" Foundation	E 01/01/97 R 01/01/07
TRF\	8500006T.DOC	Rebuild Existing Handhole	E 01/01/97 R 01/01/07
TRF\	8500007T.DOC	Rebuild Existing Handhole To Heavy-Duty Handhole	E 01/01/97 R 01/01/07
TRF\	8500008T.DOC	Relocate Existing Emergency Vehicle Priority System, Detector Unit	E 10/01/97 R 01/01/07
TRF\	8500009T.DOC	Confirmation Beacon	E 01/01/02 R 01/01/07
TRF\	8500010T.DOC	Relocate Existing Emergency Vehicle Priority System, Phasing Unit	E 01/01/02 R 01/01/07
TRF\	8500011T.DOC	Detector Loop Replacement/ Installation On Resurfacing/Patching	E 01/01/85 R 01/01/07
TRF\	8500012T.DOC	Flashing Beacon Installation	E 01/01/07
TRF\	8500014T.DOC	Rr Full-Actuated Controller And Cabinet (Special)	E 1/1/07
TRF\	8500015T.DOC	Rr Full-Actuated Controller And Cabinet	E 1/1/07
TRF\	9010001X.DOC	Keeping The Expressway Open To Traffic	E 03/22/96 R 02/13/14
TRF\	9010002X.DOC	Failure To Open Traffic Lanes To Traffic	E 03/22/96 R 02/09/05
TRF\	9010003X.doc	Traffic Control And Protection (Expressways)	E 03/08/96 R 02/13/14
TRF\	9010004X.DOC	Traffic Control Surveillance (Expressways)	E 10/25/95 R 01/09/98
TRF\	9010005X.DOC	Traffic Control Surveillance (Special)	E 10/25/95 R 01/01/07
TRF\	9010006X.DOC	Temporary Information Signing	E 11/13/96 R 01/02/07
TRF\	9010009X.DOC	Traffic Control For Work Zone Areas	E 09/14/95 R 01/01/07
TRF\	D1 TS Specs 2012.doc	Traffic Signal Specifications (Dist. 1)	E 01/01/02 R 01/01/12
TRF\	Hot Spray Thermo.doc	45 Mil Hot Spray Thermoplastic Pavement Marking	E 02/28/94 R 12/18/12
TRF\	Keep Arterials Open to Traffic.doc	Keeping Arterial Roadways Open To Traffic	E 01/22/03 R 01/01/07
TRF\	Sign Shop Drawing Submittal.doc	Sign Shop Drawing Submittal	E 01/01/13

**FOLLOWING ARE THE CURRENT BDE SPECIAL PROVISIONS ISSUED BY THE CENTRAL BUREAU OF DESIGN AND ENVIRONMENT. PRELIMINARY AND FINAL SPECIAL PROVISIONS THAT ARE DISTRIBUTED FOR DISTRICT OR OUTSIDE AGENCY REVIEW SHOULD INCLUDE A COPY OF EACH APPLICABLE BDE SPECIAL PROVISION. FINAL SUBMITTAL TO THE CENTRAL OFFICE SHOULD ONLY INCLUDE THE BDE SPECIAL PROVISION CHECK SHEET WITH THE APPLICABLE SPECIAL PROVISIONS CHECKED.**

ZD&E\	20338.doc	TRAINING SPECIAL PROVISIONS	E 10/15/75
ZD&E\	34261.doc	RAILROAD PROTECTIVE LIABILITY INSURANCE	E 12/01/86 R 01/01/06
ZD&E\	50261.doc	BUILDING REMOVAL - CASE I (NON-FRIABLE AND FRIABLE ASBESTOS ABATEMENT)	E 09/01/90 R 04/01/10
ZD&E\	50481.doc	BUILDING REMOVAL - CASE II (NON-FRIABLE ASBESTOS ABATEMENT)	E 09/01/90 R 04/01/10
ZD&E\	50491.doc	BUILDING REMOVAL - CASE III (FRIABLE ASBESTOS ABATEMENT)	E 09/01/90 R 04/01/10
ZD&E\	50531.doc	BUILDING REMOVAL - CASE IV (NO ASBESTOS)	E 09/01/90 R 04/01/10
ZD&E\	80029.doc	DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION	E 09/01/00 R 08/02/11
ZD&E\	80045.doc	MATERIAL TRANSFER DEVICE	E 06/15/99 R 08/01/14
ZD&E\	80071.doc	WORKING DAYS	E 01/01/02
ZD&E\	80099.doc	ACCESSIBLE PEDESTRIAN SIGNALS (APS)	E 04/01/03 R 01/01/14
ZD&E\	80127.doc	STEEL COST ADJUSTMENT	E 04/02/04 R 04/01/09
ZD&E\	80157.doc	RAILROAD PROTECTIVE LIABILITY INSURANCE (5 AND 10)	E 01/01/06
ZD&E\	80165.doc	MOISTURE CURED URETHANE PAINT SYSTEM	E 11/01/06 R 01/01/10
ZD&E\	80173.doc	BITUMINOUS MATERIALS COST ADJUSTMENTS	E 11/2/06 R 08/01/13
ZD&E\	80192.doc	AUTOMATED FLAGGER ASSISTANCE DEVICES	E 01/01/08
ZD&E\	80198.doc	COMPLETION DATE (VIA CALENDAR DAYS)	E 04/01/08
ZD&E\	80199.doc	COMPLETION DATE (VIA CALENDAR DAYS) PLUS WORKING DAYS	E 04/01/08
ZD&E\	80229.doc	FUEL COST ADJUSTMENT	E 04/01/09 R 07/01/09

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**Designer:** CCDOH  
**Contract No.:** \_\_\_\_\_

**FAP:** \_\_\_\_\_  
**Section:** 15-14136-90-RS  
**County:** COOK

ZD&E\	80240.doc	ABOVE GRADE INLET PROTECTION	E 07/01/09 R 01/01/12
ZD&E\	80241.doc	BRIDGE DEMOLITION DEBRIS	E 07/01/09
ZD&E\	80246.doc	HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS	E 01/01/10 R 04/01/2012
ZD&E\	80254.doc	PAVEMENT PATCHING	E 01/01/10
ZD&E\	80261.doc	CONSTRUCTION AIR QUALITY-DIESEL RETROFIT	E 06/01/10 R 11/01/14
ZD&E\	80265.doc	FRICTION AGGREGATE	E 01/01/11 R 11/01/14
ZD&E\	80274.doc	AGGREGATE SUBGRADE IMPROVEMENT	E 04/01/12 R 01/01/13
ZD&E\	80277.doc	Concrete Mix Design - Department Provided	E 01/01/12 R 01/01/14
ZD&E\	80288.doc	WARM MIX ASPHALT	E 01/01/12 R 11/01/14
ZD&E\	80289.doc	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING	E 01/01/12
ZD&E\	80293.doc	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	E 04/01/12 R 04/01/14
ZD&E\	80294.doc	CONCRETE BOX CULVERTS WITH SKEWS ≤ 30 DEGREES REGARDLESS OF DESIGN FILL AND SKEWS > 30 DEGREES WITH DESIGN FILLS > 5 FEET	E 04/01/12 R 04/01/14
ZD&E\	80298.doc	PAVEMENT MARKING TAPE TYPE IV	E 04/01/12
ZD&E\	80300.doc	PREFORMED PLASTIC PAVEMENT MARKING TYPE D - INLAID	E 04/01/12
ZD&E\	80301.doc	TRACKING THE USE OF PESTICIDES	E 08/01/12
ZD&E\	80302.doc	WEEKLY DBE TRUCKING REPORTS	E 06/02/12
ZD&E\	80304.doc	GROOVING FOR RECESSED PAVEMENT MARKINGS	E 11/01/12 R 08/01/14
ZD&E\	80306.doc	RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES	E 11/01/12 R 04/01/14
ZD&E\	80310.doc	COATED GALVANIZED STEEL CONDUIT	E 01/01/13 R 01/01/15
ZD&E\	80311.doc	CONCRETE END SECTIONS FOR PIPE CULVERTS	E 01/01/13
ZD&E\	80315.doc	INSERTION LINING OF CULVERTS	E 01/01/13 R 11/01/13
ZD&E\	80317.doc	SURFACE TESTING OF HOT-MIX ASPHALT OVERLAYS	E 01/01/13
ZD&E\	80318.doc	TRAVERSABLE PIPE GRATE	E 01/01/13 R 04/01/14
ZD&E\	80322.doc	HOT-MIX ASPHALT - MIXTURE DESIGN COMPOSITION AND VOLUMETRIC REQUIREMENTS	E 11/01/13 R 11/01/14
ZD&E\	80323.doc	HOT-MIX ASPHALT - MIXTURE DESIGN VERIFICATION AND PRODUCTION	E 11/01/13 R 11/01/14
ZD&E\	80324.doc	LFRD PIPE CULVERT BURIAL TABLES	E 11/01/13 R 11/01/14
ZD&E\	80325.doc	LRFD PIPE CULVERT BURIAL TABLES	E 11/01/13 R 11/01/14
ZD&E\	80327.doc	REINFORCEMENT BARS	E 11/01/13
ZD&E\	80328.doc	PROGRESS PAYMENTS	E 11/02/13
ZD&E\	80329.doc	GLARE SCREEN	E 01/01/14
ZD&E\	80334.doc	CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH	E 04/01/14 R 08/01/14
ZD&E\	80335.doc	CONTRACT CLAIMS	E 04/01/14
ZD&E\	80336.doc	LONGITUDINAL JOINT AND CRACK PATCHING	E 04/01/14
ZD&E\	80337.doc	PAVED SHOULDER REMOVAL	E 04/01/14
ZD&E\	80338.doc	PORTLAND CEMENT CONCRETE PARTIAL DEPTH HOT-MIX ASPHALT PATCHING	E 04/01/14
ZD&E\	80340.doc	SPEED DISPLAY TRAILER	E 04/02/14
ZD&E\	80341.doc	COILABLE NONMETALLIC CONDUIT	E 08/01/14 R 01/01/15
ZD&E\	80342.doc	MECHANICAL SIDE TIE BAR INSERTER	E 08/01/14 R 01/01/15
ZD&E\	80343.doc	PRECAST CONCRETE HANDHOLE	E 04/01/14
ZD&E\	80344.doc	RIGID METAL CONDUIT	E 08/01/14
ZD&E\	80345.doc	UNDERPASS LUMINAIRE	E 08/01/14
ZD&E\	80346.doc	WATERWAY OBSTRUCTION WARNING LUMINAIRE	E 08/01/14
ZD&E\	80347.doc	HOT-MIX ASPHALT - PAY FOR PERFORMANCE USING PERCENT WITHIN LIMITS-JOBSITE SAMPLING	E 11/01/14
ZD&E\	80348.doc	HOT-MIX ASPHALT - PRIME COAT	E 11/01/14
ZD&E\	80349.doc	PAVEMENT MARKING BLACKOUT TAPE	E 11/01/14
ZD&E\	80350.doc	RETROREFLECTIVE SHEETING FOR HIGHWAY SIGNS	E 11/01/14
ZD&E\	80351.doc	LIGHT TOWER	E 01/01/15
ZD&E\	80352.doc	PAVEMENT STRIPING - SYMBOLS	E 01/01/15

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Designer: CCDOTH

FAP: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Section: \_\_\_\_\_

County: \_\_\_\_\_

15-14136-90-RS

COOK

ZD&E\	80353.doc	PORTLAND CEMENT CONCRETE INLAY OR OVERLAY	E 01/01/15
ZD&E\	80354.doc	SIDEWALK CORNER OR CROSSWALK CLOSURE	E 01/01/15
ZD&E\	80355.doc	TEMPORARY CONCRETE BARRIER	E 01/01/15
ZD&E\	80356.doc	TRAFFIC BARRIER TERMINALS TYPE 6 OR 6B	E 01/01/15
ZD&E\	80357.doc	URBAN HALF ROAD CLOSURE WITH MOUNTABLE MEDIAN	E 01/01/15

**BY ORDER**  
**BOARD OF COUNTY COMMISSIONERS**  
**THE COUNTY OF COOK**  
**SHANNON E. ANDREWS**  
**CHIEF PROCUREMENT OFFICER**  
**JOHN J. YONAN, P.E.**  
**SUPERINTENDENT OF DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**  
**DEFINITION OF TERMS**

**PLANS.** The plans herein referred to are those prepared by the County Superintendent of Department of Transportation and Highways. The plans which cover the proposed improvement are designated by the section and route numbers inscribed herein and include all standard and special designs pertaining to the proposed improvement.

**SPECIFICATIONS.** The specifications herein referred to are the Standard Specifications for Road and Bridge Construction, Supplemental Specifications, the special provisions and all written agreements and documents of any description pertaining to the method or manner of performing the work and the quantity or quality of materials to be furnished under the contract. The Standard Specifications for Road and Bridge Construction are those prepared by the Department of Transportation of the State of Illinois, adopted January 1, 2012. The Supplemental Specifications are those prepared by the Department of Transportation of the State of Illinois.

**INTENT OF PLANS AND SPECIFICATIONS.** The intent of those plans and specifications is to prescribe a complete outline of the proposed improvement which the Contractor undertakes to construct in full compliance with the contract. In case of discrepancy, plans shall govern over Standard and Supplemental Specifications and Special Provisions shall govern over plans and specifications.

**ABOUT REQUESTS FOR PLANS & PROPOSALS**

The Specification can be downloaded at <http://legacy.purchasing/public/index.php> (follow online instructions to register, if you have not already). When the plans are not included in the bid document on the http site, you must also download the Plans (Drawings) at <ftp://highwayftp.cookcountyil.gov> (user name: **highwaypublic**; password: **ftpt3st!**).

A compact disk containing the bid documents will be available at the Cook County Building, 118 North Clark Street, Chicago, IL 60602 at Room 1018. One compact disk per company at no charge.

### INFORMATION for BIDDERS

- 1) If the prospective bidder is in doubt as to the meaning of any part of the plans, specifications of other proposed contract documents, they may submit a written clarification to the Chief Procurement Officer (CPO) for an interpretation thereof. The prospective bidder submitting the request will be responsible for the prompt delivery to the Chief Procurement Officer. Any interpretation of the proposal documents will be made by an addendum duly issued through the Cook County Purchasing website.
- 2) An estimate of quantities of work to be done and material to be furnished under the specifications will be found in the Schedule of Prices. It is the result of calculations and is given as a basis for a comparison of bids and award of a contract.
- 3) The bidder should include in the bid price in his bid for any taxes such as Occupational, Social Security, Unemployment Compensation, etc., which he might be required to pay in connection with the construction of the proposed improvement. The County of Cook will not reimburse the Contractor for the payment of any such taxes.
- 4) The Board of County Commissioners for the County of Cook reserves the right to reject any or all bids and to waive technicalities of form. Bids may be rejected if current work being performed for the County of Cook by the bidder has been unsatisfactory from the standpoint of workmanship or progress, or if the contractor has been awarded work by others subsequent to the issuance of the bid, which may, in the judgment of said Board of County Commissioners of Cook County endanger the prompt completion of the proposed improvement.
- 5) The bidder shall include in his bid a Bid Guarantee in accordance with provisions contained in the proposal form. The return of the bid guarantee will be in accordance with provisions contained in the bid form.
- 6) The bidder who submits the bid shall furnish a satisfactory Surety Bond in the amount of one hundred percent (100%) of the contract price within **fourteen (14) days** after receiving notice of acceptance. Such acceptance being contingent upon the fulfillment of this requirement by said bidder. Failure on the part of said bidder to so execute a Contract and Surety Bond shall be considered just cause for the forfeiture of the bid guaranty as payment of liquidated damages sustained by the County of Cook as the result of such, and the annulment of acceptance of the proposal.
- 7) If bidder is submitting a bid as a Joint Venture, bidder shall complete the County's Joint Venture Forms and shall submit such Joint Venture Forms **when the bid is submitted**. Bidder is reminded that compliance with the Assumed Business Name Act (805 ILCS 405/1 et seq.) is required of all Joint Ventures.

**8) The following completed documents are to be submitted with 1 original and 2 copies of the Bid:**

Joint Venture Forms	1 original
Bituminous Materials Cost Adjustments (when applicable)	1 original
Economic Disclosure Statement and Execution Documents:	
IDOT Certificate of Eligibility	1 copy
IDOT Affidavit of Availability	1 copy
MBE/WBE Utilization Plan	1 copy
Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant	1 copy
Petition for Reduction/Waiver of MBE/WBE Participation Goals	1 original
MBE/WBE Certification Letters (Current)	1 copy
Contractor Certifications	1 original
Economic and Other Required Disclosures	1 original
Lobby, Local Business Preference, Real Estate Ownership	1 original
Affidavit of Child Support Obligations	1 original
Disclosure of Ownership Interest Statement	1 original
Familial Relationship Disclosure Provision	1 original
Certification Concerning Labor Standards And Prevailing Wage Requirements	1 original
Subcontractors Certification Concerning Labor Standards and Prevailing Wage Requirements	1 original
Execution Pages:	
Sole Proprietor Signature Page	3 originals
Partnership and/or Joint Venture Signature Page	3 originals
Corporation Signature Page	3 originals
Bid Deposit Form	1 original
Proposal Bid Bond	1 original
Surety Statement of Qualifications	1 original

**The following documents are to be submitted subsequent to notice of acceptance within fourteen (14) calendar days:**

Performance and Payment Bond	1 original
Certificates of Insurance evidencing:	
Worker's Compensation and Employer's Liability	1 original
Commercial General Liability	1 original
Commercial Automobile Liability	1 original
Excess Liability	1 original
Contractor's Pollution Liability	1 original (if required)
Railroad Protective Liability (when applicable)	1 original
Trust Agreement	1 original

**Please forward documents due within fourteen (14) days of notice of acceptance to:**

**Cook County Department of Transportation and Highways  
Contract Documents  
69 West Washington Street  
Suite 2400  
Chicago, IL 60602**

**SPECIAL PROVISION  
FOR  
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS**

**Qualification of Bidders**

The Awarding Authority for contract construction work is the County Board of a County. Each prospective bidder, in evidence of competence, shall furnish the Awarding Authority a certified copy of a "Certificate of Eligibility" issued by the Illinois Department of Transportation, and Contractor's Statement of Experience and Financial Condition" with their bid. Each prospective bidder shall furnish a sworn statement as to equipment owned and controlled, previous experience and construction work.

If the bidder to whom the award is made is a corporation organized under the laws of the State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the bid.

The bidder must provide the Awarding Authority a sworn Affidavit of Availability showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work in the bid. The bidder should file two (2) copies of same with IDOT's District office.

**Interpretation of Quantities in the Bid Schedule**

The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

**Examination of Plans, Specifications, Special Provisions, and Site of Work**

The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If the submitted bid is accepted, the bidder shall be responsible for all errors in the bid resulting from the bidder's failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the bid documents and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents shall request such in writing from the Awarding Authority in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

**Changes in Improvement**

The undersigned agrees that in case the Superintendent of Cook County Department of Transportation and Highways decides either to extend or decrease the area of the proposed improvement or to do both or otherwise alter it by extras or deductions including the elimination of any one or more of the quantities listed in the Schedule of Prices the undersigned will make such change in the contract price by adding or subtracting there from as the case may be by applying the respective unit prices to the quantities of the several items of work that may be involved by reason of such change.



### **Preparation of the Bid**

Bidders shall submit their bids on the form furnished by the Awarding Authority. The bid shall be executed properly, and bids shall be made for all items indicated in the bid form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the bid form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the bid form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

Any erasures or alterations in the unit prices and/or in the products of the respective quantities and unit prices in the bid, must be properly authenticated by the bidder by initialing in ink such erasures or alterations to avoid cause for rejection of the bid in accordance with Title 44 Illinois Administrative Code Chapter IX Section 660.180.

If the bid is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the bid shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The bid shall be signed by president or someone with authority to execute contracts and attest by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

### **Rejection of Bids**

The Awarding Authority reserves the right to reject any bids for any of the conditions listed below:

- a) More than one bid for same work from an individual, firm partnership, or corporation under the same name or different names.
- b) Evidence of collusion among bidders.
- c) Unbalanced bids in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- d) If the bid does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.
- e) If the bid form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- f) If there are omissions, erasures, alterations unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning.
- g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- h) If the proposal is not accompanied by the proper bid guaranty.
- i) If the bid is prepared with other than ink or typewriter, or otherwise fails to meet the requirement of the above "Preparation of Proposal" section.
- j) Lack of Competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- k) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- l) False information provided on a bidder's "Affidavit of Availability".

- m) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of bid forms.
- n) Failure to comply with any prequalification regulations of the Department.
- o) Default under previous contracts.
- p) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- q) When the contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.
- r) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- s) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

#### **Bid Guaranty**

Each bid shall be accompanied by a bid bond on the Department form contained in the bid document, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent (5%) of the amount bid, or for the amount specified in the following schedule:

	<b><u>Amount Bid</u></b>	<b><u>Proposal Guaranty</u></b>
Up to	\$5,000	\$150
\$5,000	\$10,000	\$300
\$10,000	150,000	\$1,000
\$50,000	\$100,00	\$3,000
\$100,000	\$150,000	\$5,000
\$150,000	\$250,000	\$7,500
\$250,000	\$500,000	\$12,500
\$500,000	\$1,000,000	\$25,000
\$1,000,000	\$1,500,000	\$50,000
\$1,500,000	\$2,000,000	\$75,000
\$2,000,000	\$3,000,000	\$100,000
\$3,000,000	\$5,000,000	\$150,000
\$5,000,000	\$7,500,000	\$250,000
\$7,500,000	\$10,000,000	\$400,000
\$10,000,000	\$15,000,000	\$500,000
\$15,000,000	\$20,000,000	\$600,000
\$20,000,000	\$25,000,000	\$700,000
\$25,000,000	\$30,000,000	\$800,000
\$30,000,000	\$35,000,000	\$900,000
Over	\$35,000,000	\$1,000,000

In the event that one proposal guaranty check is intended to cover two or more bids, the amount must equal to the sum of the bid guaranties, which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying bids shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village or town is the Awarding Authority.

The bid guaranty checks of all except the two (2) lowest responsible bidders will be returned promptly after the bids have been checked, tabulated, and the relation of the bids established. Bid guaranty checks of the two lowest responsible bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three (3) working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the banks cashier's checks or certified checks submitted with their bids as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

#### **Delivery of Bids**

If a special envelope is supplied by the Awarding Authority, each bid should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All bids shall be filed prior to the time and at the place specified in the Notice to Bidders. Bids received after the time specified will be returned to the bidder unopened.

#### **Withdrawal of Bids**

Bidder may withdraw their bid prior to bid opening.

#### **Public Opening of Bids**

Bids will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

#### **Consideration of Bids**

After the bids are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the bids, take into consideration the responsibility of the various bidders as stated under "Rejection of Bids and documents submitted in the bid and from other investigations which it may elect to make.

The right is reserved to reject any or all bids, to waive technicalities, or to advertise from new bids, if in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

#### **Awarding of Contract**

The award of contract will be made within 90 calendar days after the opening of bids to the lowest responsible and responsive qualified bidder whose bids complies with all the requirements prescribed. The successful bidder will be notified that their bid has been accepted, and subject to the following conditions, the bidder will be the Contractor. In addition, **the contractor shall provide all required insurance and bonding as specified within fourteen (14) calendar days from notice.**

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason, if the judgment of the Awarding Authority and/or the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 90 days after the bid opening, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, or agree to maintain their bid price.

**Requirement of Contract Bond**

The Contractor shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the contract within **fourteen (14) calendar days** as part of the requirement. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

**Failure to Execute Contract**

If the contract is not executed by the Awarding Authority within 90 days from the bid opening, the bidder shall have the right to withdraw their bid without penalty.

Failure of the successful bidder to provide all required insurance and bonding within **fourteen (14) days after the award notification** shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be advertised again and constructed under contract, or otherwise, as the Awarding Authority may decide.

**SPECIAL PROVISION  
FOR  
PRE-BID MEETING**

Prospective bidders are advised that Pre-Bid Meeting will be held:

Date: **Tuesday, July 7, 2015**

Time: 11 a.m.

Place: Cook County Department of Transportation and Highways  
69 W. Washington Street  
Suite 2260  
Chicago, IL 60602

**SPECIAL PROVISION  
FOR  
WAGES OF EMPLOYEES ON PUBLIC WORKS**

1. **Prevailing Wages.** All wages paid by the contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at [www.state.il.us/agency/idol/rates.rates.htm](http://www.state.il.us/agency/idol/rates.rates.htm). If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the contractor will not be allowed additional compensation on account of said revisions. The contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The contractor agrees that no additional notice is required. The contractor shall be responsible to notify each subcontractor of the wage rate set forth in this contract and any revisions thereto.
  
2. **Payroll Records.** The contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include information required by 820 ILCS 13/5 for each worker. Upon seven (7) business days' notice, the contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
  
3. **Submission of Payroll Records.** The contractor and each subcontractor shall, no later than the 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month with public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (E.g., the last four digits of the employee's social security). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

All certified payroll records required to be submitted pertaining to Cook County Department of Transportation and Highway contracts should be submitted to the following address:

Chief Engineer – Construction Bureau  
Cook County Department of Transportation and Highways  
69 West Washington Street – 23<sup>rd</sup> Floor  
Chicago, IL 60602

4. **Employees Interviews.** The contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department of Labor.

# Cook County Prevailing Wage for June 2015

(See explanation of column headings at bottom of wages)

Trade Name Trng	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
ASBESTOS ABT-GEN 0.500	ALL			38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000
ASBESTOS ABT-MEC 0.720	BLD			35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000
BOILERMAKER 0.400	BLD			45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000
BRICK MASON 1.030	BLD			42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000
CARPENTER 0.630	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000
CEMENT MASON 0.450	ALL			43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000
CERAMIC TILE FNSHER 0.710	BLD			35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000
COMM. ELECT. 0.700	BLD			39.000	41.800	1.5	1.5	2.0	8.420	11.98	1.100
ELECTRIC PWR EQMT OP 0.460	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000
ELECTRIC PWR GRNDMAN 0.360	ALL			35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000
ELECTRIC PWR LINEMAN 0.460	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000
ELECTRICIAN 0.750	ALL			44.000	47.000	1.5	1.5	2.0	13.33	14.77	0.000
ELEVATOR CONSTRUCTOR 0.600	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060
FENCE ERECTOR 0.300	ALL			35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000
GLAZIER 0.940	BLD			40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000
HT/FROST INSULATOR 0.720	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000
IRON WORKER 0.350	ALL			43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000
LABORER 0.500	ALL			38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000
LATHER 0.630	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000
MACHINIST 0.000	BLD			44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850
MARBLE FINISHERS 0.600	ALL			31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000
MARBLE MASON 0.760	BLD			41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000
MATERIAL TESTER I 0.500	ALL			28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000
MATERIALS TESTER II 0.500	ALL			33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000
MILLWRIGHT 0.630	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000
OPERATING ENGINEER 1.250	BLD 1			47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	BLD 2			45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	BLD 3			43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	BLD 4			41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	BLD 5			50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	BLD 6			48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	BLD 7			50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 1			52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	FLT 2			50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900



OPERATING ENGINEER 1.250	FLT 3	45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	FLT 4	37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	FLT 5	53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	FLT 6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	HWY 1	45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	HWY 2	44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	HWY 3	42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	HWY 4	41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	HWY 5	40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	HWY 6	48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	HWY 7	46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900
ORNAMNTL IRON WORKER 0.650	ALL	43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000
PAINTER 0.770	ALL	40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000
PAINTER SIGNS 0.000	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000
PILEDRIIVER 0.630	ALL	43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000
PIPEFITTER 1.780	BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000
PLASTERER 0.650	BLD	42.250	44.790	1.5	1.5	2.0	11.40	12.19	0.000
PLUMBER 0.880	BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000
ROOFER 0.530	BLD	40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000
SHEETMETAL WORKER 0.690	BLD	41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000
SIGN HANGER 0.000	BLD	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000
SPRINKLER FITTER 0.550	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000
STEEL ERECTOR 0.350	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000
STONE MASON 1.030	BLD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000
<del>SURVEY WORKER</del> 12.97 9.930 0.000 0.500	-> NOT IN EFFECT				ALL	37.000	37.750	1.5	1.5 2.0
TERRAZZO FINISHER 0.620	BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000
TERRAZZO MASON 0.820	BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000
TILE MASON 0.920	BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000
TRAFFIC SAFETY WRKR 0.500	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000
TRUCK DRIVER 0.150	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000
TRUCK DRIVER 0.150	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000
TRUCK DRIVER 0.150	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000
TRUCK DRIVER 0.150	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000
TRUCK DRIVER 0.000	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000
TRUCK DRIVER 0.000	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000
TRUCK DRIVER 0.000	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000
TRUCK DRIVER 0.000	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000
TUCKPOINTER 0.650	BLD	42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000

Legend: RG (Region)  
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
C (Class)  
Base (Base Wage Rate)  
FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.  
 OSA (Overtime (OT) is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.  
 ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data

communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300

ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic;

Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**SPECIAL PROVISION  
FOR  
ALTERNATE PROPOSAL**

The Bidder certified that this bid and the unit prices shown on the schedule of prices are based on performing the work in accordance with "An Act Regulating the Wages of Laborers, Mechanics and other Workers employed under contracts for Public Works" enacted by the 62<sup>nd</sup> General Assembly and approved June 26, 1941, as amended. Should said "Act" be declared inoperative, void or unconstitutional at any time, either before or after the awarding of the contract for this project, the bidder agrees to perform the work at a reduction of \_\_\_\_\_ per cent, of the unit prices shown on the schedule of prices, it being expressly understood and agreed that the within bid shall be and remain in full force and effect, regardless of whether the said "Act" is declared to be inoperative, void or unconstitutional. The contract for this project is to be awarded on the bases of the unit prices shown on the schedule of prices, and the percentage reduction, if any, act out in this alternative proposal, is to receive no consideration in the award of this contract.

Should the said "Act" be declared inoperative, void or unconstitutional at any time after the awarding of said contract, whether before, during or after the completion of the work, the said contract shall remain in full force and effect, and shall be subject only to said reduction, if any, in the unit prices shown on the schedule of prices.

NOTE: The Bidder shall insert in the first paragraph the percentage which he will reduce his unit prices, if any, in the event the Act is declared inoperable, void or unconstitutional.

**ORDINANCE**

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BE IT ENACTED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF COOK, that the Chief Procurement Officer of Cook County shall specify in the call for bids in any contract for public works that such contractors bidding on public works contracts of the County of Cook shall conform to Illinois Compiled Statutes, Chapter 30, Section 560/1 and following, which Act is entitled "An Act" to give preference in the construction of public works projects and improvements to citizens of the United States who have resided in Illinois for one year". The Chief Procurement Officer of Cook County in awarding the contract shall cause to be inserted in the contract a stipulation to the effect that the contractor shall conform to the above cited Illinois Statute.

**SPECIAL PROVISION  
FOR  
RESPONSIBLE BIDDER REQUIREMENT**

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approved either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this centered, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed.

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.



**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8, SECTION 34-260 to SECTION 34-300**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority and Women owned Business Enterprise Ordinance (the "Ordinance") which establishes goals as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County may set contract specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are 0% MBE and 0% WBE.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this provision, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this provision, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this provision and the wording of the Ordinance shall apply. If there is a conflict between this provision and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8, SECTION 34-260 to SECTION 34-300**

**II. REQUIRED BID OR QUOTATION SUBMITTALS**

To be considered responsive, a Bid or Quotation shall meet the MBE and WBE goals by submitting a Utilization Plan with the Bid or Quotation, which shall be (1) supported by Letters of Intent from the MBEs and WBEs together with the MBEs/WBEs **current** Letters of Certification, and/or (2) include a written Petition for Reduction/Waiver with the Bid or Quotation supported by documentation of Good Faith Efforts to meet the goals. Failure to submit the documents set forth in (A) and (B) of this Section II in accordance with these guidelines will cause the Bid or Quotation to be considered non-responsive and shall be cause to reject the Bid or Quotation.

**A. MBE/WBE Utilization Plan**

Each Bid or Quotation shall include with the Bid or Quotation a complete Utilization Plan. The Utilization Plan shall list the names, mail and email addresses, telephone number and contact persons of businesses intended to be used as MBEs and WBEs on the Contract. If the entity submitting a Bid or Quotation, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs they shall be identified as an MBE or WBE within the Utilization Plan.

**1. Letter(s) of Intent**

Except as set forth below, a Bid or Quotation shall include with its Utilization Plan, Letter(s) of Intent executed by each MBE and WBE included in the Utilization Plan and by the entity submitting the Bid or Quotation, which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier, joint venture partner and/or consultant on the contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and/or prices to be paid. Failure to submit all Letter(s) of Intent as required may result in the Contract Compliance Director's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference Economic Disclosure Section for a format sample of a Letter of Intent)

**2. Letter(s) of Certification**

Only **current** Letters of Certification from one of the following entities may be accepted as certification of MBE/WBE status:

- County of Cook
- City of Chicago (NOTE: firms certified by the City of Chicago in any area other than Construction must complete and submit a Personal Net Worth/Size Standard Affidavit. This form can be downloaded online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance) )

or any other governmental body or agency approved by the Contract Compliance Director as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

The Contract Compliance Director retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8, SECTION 34-260 to SECTION 34-300**

3. Joint Venture Affidavit

In the event a Bid or Quotation achieves MBE and/or WBE participation by entering into a Joint Venture, the Bid or Quotation shall include the required Joint Venture Affidavit which can be downloaded online at [www.cookcountyl.gov/contractcompliance](http://www.cookcountyl.gov/contractcompliance) ). Such Joint Venture Affidavit shall be submitted with the Bid or Quotation along with **current** Letter(s) of Certification.

**B. Reduction/Waiver Petition**

In the event a Bid or Quotation is unable to meet the applicable contract MBE and WBE participation goals, the Bid or Quotation must include a Petition for Reduction/Waiver and submit the Petition with its Bid or Quotation. The Petition for Reduction/Waiver shall be supported with evidence and sufficient documentation to demonstrate the Bid's or Quotation's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals. Failure to submit a Petition for Reduction of Waiver as required may result in the Contract Compliance Director's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

**III. REDUCTION/WAIVER OF MBE/WBE GOALS**

**A. Granting a Reduction/Waiver Request.**

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs in a Bid or Quotation will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals set forth in the Bid or Quotation. Examples of actions constituting Good Faith Efforts for a Bid or Quotation are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" contained in the Bid or Quotation Documents.
2. The Contract Compliance Director may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor; (b) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) required by any potential MBE or WBE is more that 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Director.

**B. Denying a Reduction/Waiver Request.**

1. If the Contract Compliance Director determines that a Bid or Quotation has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Director may deny a Petition for Reduction/Waiver and declare the Bid or Quotation non-responsive and recommend rejection of the Bid or Quotation.
2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination of the adequacy of a Bid's or Quotation's Good Faith Effort will be evaluated on the basis of the Bid's or Quotation's actions as of the date of the Bid or Quotation opening.

**MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8, SECTION 34-260 to SECTION 34-300**

**IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

- A. Contractor, during its performance of the Contract, may not change the MBE or WBE commitments specified in its Utilization Plan, including but not limited to, terminating a MBE or WBE contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance.
- B. Where an enterprise under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Administrator, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain a MBE or WBE replacement within 30 working days of the Contract Compliance Administrator's written approval of the removal of a MBE or WBE may result in the termination of the contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted to Contractor allowing Contractor to award the work to a non-MBE or WBE.

**V. NON-COMPLIANCE**

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this provision, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

**VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Contractor is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a Contract, Contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Office of Contract Compliance  
 118 North Clark Street, Room 1020  
 Chicago, Illinois 60602  
 (312) 603-5502

### **Assist Agencies**

#### ILLINOIS DEPARTMENT OF TRANSPORTATION

Bureau of Local Roads and Streets

201 West Center Court

Schaumburg, IL 60196

847-705-4795

847-705-4203 (Fax)

Moud.Ahmad@illinos.gov

Carnice Carey

Executive Director

Cosmopolitan Chamber of Commerce

30 E. Adams Street, Suite 1050

Chicago, IL 60603

312-786-0212

312-786-9079 (FAX)

ccarey@cosmochamber.com

Mr. Miguel Noguerras

Executive Director

Puerto Rican Chamber of Commerce

2450 West Division

Chicago, IL 60622

773-904-7996

773-583-3118 (FAX)

#### ILLINOIS ROAD BUILDERS

500 Park Boulevard

Itasca, IL 60143

630-773-1220

630-773-1231 (FAX)

Liz@irtba.org

Annette@irtba.org

#### TARGET GROUP, INC.

330 South Wells Street

Suite 400

Chicago, IL 60606

312-873-0200

312-873-0299 (FAX)

jwilliams@targetgroupinc.ocm

Ms. Sheila Hill Morgan  
Executive Director  
CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL  
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312-755-8890 (FAX)  
[shillmorgan@chicagomsgdc.org](mailto:shillmorgan@chicagomsgdc.org)

Victor Davis  
Contractor Development Program  
CHICAGO URBAN LEAGUE  
4510 South Michigan Avenue  
Chicago, IL 60653  
773-451-3559  
773-285-7772 (FAX)  
[twatley@thechicagourbanleague.org](mailto:twatley@thechicagourbanleague.org)

Ms. Beth Doria  
FEDERATION of WOMEN CONTRACTORS  
5650 South Archer Avenue  
Chicago, IL 60638  
312-360-1122  
312-360-0239 (FAX)  
[fwcchicago@aol.com](mailto:fwcchicago@aol.com)

Ms. Joyce Shannahan  
Director  
INDUSTRIAL COUNCIL of NEARWEST  
2023 West Carroll Avenue  
Chicago, IL 60612  
312-421-3941  
312-421-1871 (FAX)  
[joyce@industrialcouncil.com](mailto:joyce@industrialcouncil.com)

D. Lorenzo Padron  
Director of Procurement  
LATIN AMERICAN CHAMBER of COMMERCE  
3512 West Fullerton Avenue  
Chicago, IL 60647  
773-252-5211  
773-252-7065 (FAX)  
[randrade@latinamericanchamberofcommerce.com](mailto:randrade@latinamericanchamberofcommerce.com)

Mr. Frank Aguilar  
President  
LITTLE VILLAGE 26<sup>th</sup> STREET AREA CHAMBER OF COMMERCE  
3610 West 26<sup>th</sup> Street  
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312-521-5387 (FAX)  
[senortamale@msn.com](mailto:senortamale@msn.com)

Perry Gunn  
Executive Director  
NORTH RIVER COMMISSION/LADCOR  
3403 West Lawrence – Suite 201  
Chicago, IL 60625  
773-478-0202  
773-478-0282

Ms. Angela R. Johnson  
National Director of International Trade Bureau  
RAINBOW P.U.S.H.  
930 East 50<sup>th</sup> Street  
Chicago, IL 60615  
773-373-3366  
312-373-3571 (FAX)  
[mturner@rainbowpush.org](mailto:mturner@rainbowpush.org)

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4520 North Beacon  
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773-561-3500  
312-561-3507 (FAX)  
[croeschley@hullhouse.org](mailto:croeschley@hullhouse.org)

Ms. Emilia DiMenco  
Chief Operating Officer  
WOMEN'S BUSINESS DEVELOPMENT CENTER  
8 South Michigan  
Suite 400  
Chicago, IL 60604  
312-853-3477  
312-853-0145 (FAX)  
[edimenco@wbdc.org](mailto:edimenco@wbdc.org)

Sharah Garrett  
American Council of Engineering Companies of Illinois (ACEC Illinois)  
5221 South 6<sup>th</sup> Street Road  
Suite 120  
Springfield, IL 62703  
217-529-7430  
[sharah@acecil.org](mailto:sharah@acecil.org)

### **Cook County Departments**

Cook County Office of the Chief Procurement Officer  
118 N. Clark Street – Room 1018  
Chicago, Illinois 60602  
312-603-5370

Cook County Department of Transportation and Highways  
Contract Documents Administrator  
69 W. Washington Street – Suite 2400  
Chicago, Illinois 60602  
312-603-1830

Cook County Office of Contract Compliance  
118 North Clark Street  
10<sup>th</sup> Floor  
Chicago, Illinois 60602  
312-603-5502



## DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

**SPECIAL PROVISION  
FOR  
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES  
NONFEDERAL-AID CONTRACTS**

**1) General**

- a) The requirements set forth herein shall constitute the specific affirmative action requirements under this contract and supplement the non-discrimination requirements contained elsewhere in this proposal.
- b) The contractor will work with the Cook County Department of Transportation and Highways in carrying out Equal Employment Opportunity (EEO) obligations and in their reviews of activities under the contract.
- c) The contractor, and all subcontractors holding subcontracts (not including material suppliers) of \$10,000.00 or more, will comply with the following minimum specific requirement activities of equal employment opportunity the contractor will include these requirements in every subcontract of \$10,000.00 or more with such modification of language as is necessary to make them binding on the subcontractor.

**2) Equal Employment Opportunity Policy**

The contractor will accept as operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons, and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this company to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

**3) Equal Employment Opportunity Officer**

The contractor will designate and make known to the Cook County Department of Transportation and Highways contracting officers an EEO officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of Equal Employment Opportunity and who must be assigned adequate authority and responsibility to do so.

**4) Dissemination of Policy**

- a) All members of the contractor's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will

be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of employment, to ensure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.
  - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO officer, covering all major aspects of the contractor's EEO obligations within thirty (30) days following their reporting for duty with the contractor.
  - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer in the contractor's procedures for locating and hiring minority and female employees.
- b) In order to make the contractor's EEO policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
- (1) Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - (2) The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

## 5) Recruitment

- a) When advertising for employees, the contractor will include in all advertisements for employees the notation: "an Equal Opportunity Employer". All such advertisements will be published in newspapers, or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b) The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants; including, but not limited to, state employment agencies, schools, colleges and minority and female organizations. To meet this requirement, the contractor will identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applications may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referral, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with eeo contract provisions.

- c) The contractor will encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

## **6) Personnel Actions**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and terminations, will be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with the obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of the avenues of appeal.

## **7) Training and Promotion**

- a) The contractor will assist in locating, qualifying and increasing the skills of minority and female employees and applicants for employment.
- b) Consistent with the contractor's work force requirements and as permissible under federal and state regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance.
- c) The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d) The contractor will periodically review the training and promotion potential of minority and female employees and will encourage eligible employees to apply for such training and promotion.

## Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use their best efforts to obtain the cooperation of such unions to increase opportunities for minorities and females within the unions and to effect referrals by such unions of minority and female employees. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- e) The contractor will use best efforts to develop, in cooperation with the unions. Joint training programs aimed toward qualifying more minority and female employees for membership in the unions and increasing the skills of minority and female employees so that they may qualify for higher paying employment.
- f) The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- g) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Cook County Department of Transportation and Highways and shall set forth what efforts have been made to obtain such information.
- h) In the event the union is unable to provide the contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and females. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minorities or female employees). In the event the union referral practice prevents the contractor from meeting the obligations pursuant to these special provisions, such contractor shall immediately notify the Cook County Department of Transportation and Highways.

## 8) Selection of subcontractors, procurement of materials and leasing of equipment

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a) The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligation under this contract.
- b) Minority and Women Owned Business Enterprises, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use best efforts to solicit bids from and to utilize M/WBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

- c) The contractor will use his/her best efforts to ensure subcontractor compliance with their EEO obligations.

## 9) Records and reports

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Cook County Department of Transportation and Highways.

- a) The records kept by the contractor shall document the following:
  - (1) The number of minorities, non-minorities and females employed in each work classification on the project.
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and females;
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and,
  - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b) The contractor will submit to the Cook County Department of Transportation and Highways a monthly report every month for the duration of the project, indicating the number of minority, non-minority and female employees currently engaged in each work classification required by contract work and the number of hours worked. This information is to be reported on form SBE-956. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

Notice of requirement for affirmative  
Action to ensure equal employment  
Opportunity (executive order 11246)

- (1) The offeror's or bidder's attention is called to the "equal opportunity clause" and the "standard federal equal employment opportunity construction contract specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

## APPENDIX A

The following goal for female utilization in each construction craft and trade shall apply to all contractors holding federal and federally assisted construction contracts and subcontracts in excess of \$10,000.00. The goal is applicable to the contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or nonfederally related construction contract or sub contract. Area covered (statewide) goals for women apply nationwide.

Goal	Goal (Percentage)
Female Utilization	6.9

## APPENDIX B

Until further notice, the following goals for minority utilization in each construction craft and trade shall apply to all contractors holding federal or federally-assisted construction contracts and subcontracts in excess of \$10,000.00 to be performed in the respective geographical areas. The goals are applicable to the contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally-assisted or nonfederally related construction contract or subcontract.

<u>Economic area</u>	<u>Goal (percent)</u>
083 Chicago, IL	
Smsa Counties:	
1600 Chicago, IL -	
IL - Cook, DuPage, Kane,	
Lake, Mchenry, Will	19.6

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction. The contractor's compliance with executive order and the regulations in 41 cfr part 60-4 shall be based on its implementation of the equal opportunity clause, specific affirmative action obligations required by the provisions and specifications set forth in its federally assisted contracts, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority of female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the executive order and the regulations in 41 cfr part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the entire state of Illinois for the goal set forth in **Appendix A** and the county or counties in which the work is located for the goals set forth in **Appendix B**.

Standard federal equal employment  
Opportunity construction contract  
Specifications (executive order 11246)

1) As used in these specifications:

- a) "covered area" means the geographical area described in the solicitation from which this contract resulted;
- b) "director" means director, office of federal contract compliance programs, united states department of labor, or any person to whom the director delegates authority;
- c) "employer identification number" means the federal social security number used on the employer's quarterly federal

Tax return, U.S. Treasury Department form 941.

d) "minority" includes:

- i) Black (all persons having origins in any of the black African racial groups not of Hispanic origins);
- ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, central or south American or other Spanish culture or origin, regardless of race);
- iii) Asian and pacific islander (all persons having origins in any of the original peoples of the far east, southeast Asia, the Indian subcontinent, or the pacific islands); and
- iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of north America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 2) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3) If the contractor is participating (pursuant to 41 cfr 60-4.5) in a hometown plan approved by the U. S. Department of Labor in the covered area wither individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
- 4) The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract

resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction

Contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the federal register in notice form, and such notices may be obtained from any office of federal contract compliance programs office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- 5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, executive order 11246, or the regulations promulgated pursuant thereto.
- 6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7) The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
  - d) Provide immediate written notification to the director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority



person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the contractor's eeo policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its eeo obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company eeo policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's eeo policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship of other training by any recruitment source, the contractor shall send written notifications such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k) Validate all tests and other selection requirements here there is an obligation to do so under 41 cfr part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- 8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, make a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply however is the contractor's and failure of such a group to fulfill and obligation shall not be a defense for the contractor's noncompliance.
- 9) A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contract may be in violation of the executive order if a particular group is employed in a substantially disparate manner, (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the executive order if a specified minority group of women is underutilized).
- 10) The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to executive order 11246.
- 12) The contractor shall carry out such sanctions and penalties for violation of the specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts, as may be imposed or ordered pursuant to executive order 11246, as amended and its implementing regulations, by the office of federal contract compliance programs. Any contractor who fails to carry out sanctions and penalties shall be in violation of these specifications and executive order 11246, as amended.

- 13) The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the executive order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 cfr 60-4.8.
- 14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being out, to submit reports relating to provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes of status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish standards of compliance or upon the application requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**SPECIAL PROVISION**  
**FOR**  
**INSURANCE REQUIREMENTS**  
**TOWNSHIP, VILLAGE, CITY**

Within fourteen (14) days of notification of award, the bidder shall, at its cost, procure and maintain insurance with coverage in amounts not less than (i) governing law, (ii) as specified herein, or (iii) as actually maintained by Contractor. The cost to the Contractor for providing this insurance coverage shall be considered as included in the cost of the contract.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide said coverage for subcontractors. All subcontractors are subject to the same insurance requirements as Contractor unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

The Contractor shall maintain insurance as set forth below.

**A. Workers Compensation Insurance**

In accordance with the Laws of the State of Illinois and including Employer's Liability Insurance with limits not less than the following:

The Workers Compensation policy shall also include the following provisions:

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

**B. Commercial General Liability Insurance**

For bodily injury, personal injury and property damage on an occurrence form (ISO Form CG 0001 or equivalent) with limits not less than the following:

Each Occurrence	\$1,000,000
General Aggregate per Project	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000

- i) All Premises and Operations.
- ii) Explosion, collapse and underground damage.
- iii) Contractual liability for the obligations assumed in the Indemnification and Hold Harmless agreement.
- iv) Contractor's Protective coverage for independent contractors and subcontractors employed by Contractor.

Such policy must contain (i) ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalent, and (ii) severability of interest/separation of insured clause. The products and completed operations coverage (including ISO Endorsement CG 2037 or equivalent) must be maintained for a period of two years after final acceptance of the Project.

C. Commercial Automobile Liability Insurance

For bodily injury and property damage arising from the ownership, maintenance or use of owned, hired and non-owned vehicles (ISO Form CA 00 01 or equivalent) with a limit no less than \$1,000,000 per accident.

D. Umbrella/Excess Liability

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$5,000,000
General Aggregate per Project:	\$5,000,000

**Additional Insured**

The required insurance policies, with the exception of Workers Compensation, must name **Cook County, its officials and employees and Lemont Township, their officials and employees as additional insured**, with respect to operations performed. The Commercial General Liability policy shall specifically include **ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalent**. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by such additional insured. Any insurance or self-insurance maintained by additional insured shall be excess of the Contractor's insurance and shall not contribute with it.

No other form will be accepted without prior approval of the Cook County Department of Transportation and Highways. All liability policies shall entirely delete ISO endorsements CG21 39 10 93 or similar endorsement or policy

provision which limit contractual liability.

As part of the provisions and requirement for this project, other entities may be required to be added as an "additional insured" on the liability insurance of the Contractor. The Contractor shall assure these entities are included as additional insured.

#### **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County and additional insured.

#### **Qualification of Insurers**

All insurers must possess an A.M. Best rating of A- VII or better and be authorized to do business in Illinois. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies. Companies with ratings lower than (A-) or VII will be acceptable only upon written consent of Superintendent of Transportation and Highways. Upon written request from the Superintendent of Transportation and Highways, Contractor must supply certified copies of the required insurance policies within ten (10) days.

#### **Certificates of Insurance**

Within fourteen (14) days of notification of award, the Contractor must provide properly completed certificates of insurance on Acord forms which evidence the required insurance. The certificates must specifically list each of the required additional insured and specify that Waiver of Subrogation Endorsements apply. The certificates must be accompanied by the required Commercial General Liability ISO Additional Insured Endorsements CG 2010 and CG 2037 (or equivalent).

The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with the insurance required above. Coverage shall be in companies subject to approval of the County.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements. The certificates shall also include the following:  
**The coverage and limits conform to the minimum required by Article 107.27 of**

**the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.**

**Notice of Cancellation or Non-Renewal**

Contractor shall provide the Superintendent of Highways and Transportation with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Superintendent of Transportation and Highways.

In the event the insurance is cancelled before the completion of the project, the County shall reserve its rights under the contract, including but not limited to its rights under Article 108.07 of the Standard Specifications For Road and Bridge Construction, to order the job shut down until the Contractor obtains the required insurance in the amounts stated herein or, the County may obtain the coverage required and then shall deduct the appropriate premium cost from the monies due the Contractor.

**Property Insurance**

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Columbian Agency 1005 Laraway Road New Lenox IL 60451		<b>CONTACT NAME:</b> Lisa Sizemore, CISR, CRIS, MLIS <b>PHONE (A/C, No. Ext):</b> 815-215-4703 <b>FAX (A/C, No):</b> 815-215-4743 <b>E-MAIL ADDRESS:</b> lsizemore@columbianagency.com	
<b>INSURED</b> K-Five Construction Corporation 13769 Main Street Lemont IL 60439		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Old Republic Insurance Company	24147
		INSURER B: National Fire & Marine	19410
		INSURER C: Catlin Specialty Ins Co	15989
		INSURER D: Charter Oak Fire Insurance Co	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 530056448

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL (SUBR) INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y Y	A5DG05441	2/28/2015	2/28/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	A5CA05441	2/28/2015	2/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage \$130,000 ACV
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		42-UMO-301093	2/28/2015	2/28/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 *FOLLOWS FORM* \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	A5DVW05441	2/28/2015	2/28/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D	Pollution & Professional Liab. Contractors' Equipment Installation/Builders Risk		CPL2021940216 QT-660-2C421833 QT-660-2C421833	2/28/2015 2/28/2015 2/28/2015	2/28/2016 2/28/2016 2/28/2016	Each Loss/Aggregate \$2,000,000 Leased and/or Rented \$500,000 Per Item Any One Jobsite \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: K-Five Job #15069 - Lemont Township Section 15-14136-90-RS; Contract 1555-14634; Various Locations  
Cook County, its officials and employees and Lemont Township, their officials and employees are included as an additional insured under the General Liability per attached CG2010/2037 forms and Auto policy if required by written contract with respect to all work performed by the named insured. \*Waivers of Subrogation apply in favor of the additional insureds for General Liability, Auto, and Workers Compensation policies. \*The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction\*

**CERTIFICATE HOLDER**Cook County Department of Transportation and Highways  
69 West Washington Street  
Contract Documents, Suite 2400  
Chicago IL 60602**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	ALL JOBS/LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL JOBS/LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SPECIAL PROVISION  
FOR  
INDEMNIFICATION FOR COOK COUNTY**

The Contractor shall indemnify the County of Cook and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns (the "County") pursuant to the language provided under Section 107.26 of the Standard Specifications for Road and Bridge Construction.

**107.26 Indemnification.** To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the activities of the Contractor, subcontractors, licensees, invitees, suppliers, agents, or employees arising out of, incident to, or resulting from performance of the contract, or any activity in connection therewith. The Contractor shall indemnify and hold harmless the County of Cook and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work or on account of or in consequence of using unacceptable materials in constructing the work or because of any act or omission, neglect, or misconduct of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors licensees, invitees, or anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable or because of any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, order or decree. This obligation is binding on the Contractor without regard to whether or not such claim, damage, loss, or expense is caused in part by the act, omission, or negligence of the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns.

In claims against the County by an employee of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors licensees, invitees, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification herein shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or subcontractor under any employee benefits act including but not limited to the Worker's Compensation Act.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the County for the payment thereof, may be retained by the County for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefore until any such lawsuit, action, or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the County, its employees or agents shall be deemed a waiver by the County of full compliance with the requirements of the contract. This indemnification shall not be limited by any Performance Bond or insurance protection required of the Contractor in the contract.

**SPECIAL PROVISION  
FOR  
INDEMNIFICATION FOR LOCALS**

Indemnification under Section 107.26 of the Standard Specifications for Road and Bridge Construction is hereby extended to provide same for the following entities, their officers, employees and agents in the same manner as is applicable to Cook County.

Lemont Township

## SPECIAL PROVISION FOR JOINT VENTURES

Contractors submitting a bid as a joint venture shall comply with the following procedures:

- 1) Contractors may combine their available bidding capacity for a single contract to bid as a joint venture.
- 2) The joint venture shall be indicated by the filing of a ***Joint Venture Minimum Declaration of Work*** for each of the contracts for which joint venture approval is sought. It identifies the managing partner and indicated the kind and the percentage of work to be performed by each joint venture partner with its own workforce and resources other than work reserved to meet any disadvantage business goal advertised in the contract. The form indicated the joint venture agreement shall be included in the bid. In addition, each joint venture partner firm shall submit an ***Affidavit of Availability***. The ***Joint Venture Minimum Declaration of Work*** and all ***Affidavits of Availability*** must be included in the bid. The proposed joint venture shall not be approved if the establishment of a joint venture would unduly restrict competition. A determination that a proposed venture would unduly restrict competition is limited to any of the following reasons:
 
  - a) That the proposed joint venture would consist of more than three (3) qualified contractors.
  - b) That the ***Joint Venture Minimum Declaration of Work*** indicated that any one of the proposed joint ventures partners will perform less than ten percent of the non-disadvantage business work with its own workforce and resources.
  - c) That for letting items estimates by the Department to be bid at less than \$1,000,000.00 more than one of the proposed joint venture partners has the individual qualification ratings and bid the item without the approval of the venture. This determination shall not apply to joint ventures between firms having fifty-one percent or more common controlling ownership or on items where the estimated quantity of asphalt exceeds 10,000 tons or concrete exceeds 5,000 cubic yards. Each proposed joint venture shall submit, with the bid, a ***Joint Venture Certificate of Explanation and Justification*** for each of the contracts estimated at less than \$1,000,000.00 for which joint venture approval is sought. The form indicated the circumstances which apply to the joint venture. That is there fifty-one percent (51%) or more common controlling ownership, or does one or more parties to the joint venture not have the financial capacity, work capacity or work categories to complete the project. The ***Joint Venture Certificate of Explanation*** must be included in the bid.
- 3) Contractors whose financial ratings are based upon unaudited financial statements will not be permitted to joint venture with each other to bid contracts which are estimated to exceed \$350,000.00. However, such contractors may be permitted to joint venture with contractors who have a financial rating based upon an audited statement to bid contracts estimated to exceed \$350,000.00.
- 4) If a joint venture work rating is limited by its maximum financial rating, the full value of the computed work rating will be used in analyzing the joint venture approval request. However, the combined maximum work rating in any category shall not exceed the combined maximum financial rating of the joint venture.

- 5) If an approved joint venture is awarded a contract, the kind and percentage of work indicated on the ***Joint Venture Minimum Declaration of Work*** may be amended as many times as necessary by the contractor provided that each partner of the approved joint venture performs at least ten percent of the nondisadvantaged work with its own workforce and resources.

Copies of all required Joint Venture Forms are attached.

Please note that signed and notarized originals of all required Joint Venture Forms mentioned above **must be included in the bid.** This includes ***Affidavits of Availability*** for all parties to the joint venture.

### JOINT VENTURE FORMS

Qualified contractors wishing to combine bidding capacity and bid items as joint ventures must submit the appropriate properly completed forms and include them in their bid. The required joint venture forms include: (1) the ORIGINAL *Affidavit of Availability* (BC 57); (2) the ORIGINAL *Joint Venture Minimum Declaration of Work*; and (3) the ORIGINAL *Joint Venture Certificate of Explanation and Justification*.



**COOK COUNTY DEPARTMENT OF TRANSPORTATION  
AND HIGHWAYS**  
**Joint Venture Certificate of Explanation & Justification**

Bid Proposal Submission Date: \_\_\_\_\_  
Item No.: \_\_\_\_\_  
Joint Venture Name: \_\_\_\_\_  
Managing Party: \_\_\_\_\_

**Firm #1**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Firm #2**

Name: \_\_\_\_\_

Address:- \_\_\_\_\_

**Firm #3**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Instructions:**

Indicate the circumstances which apply to the Joint Venture.

- 1) One or more firms do not have the required financial capacity.

Firm #1

Firm #2

Firm #3

Does not have sufficient available prequalification financial rating to perform the work.

- 2) One or more firms do not have the required work capacity.

Firm #1

Firm #2

Firm #3

Does not have sufficient available prequalification work ratings to perform fifty percent of the work.

- 3) One or more firms do not perform work in a majority of work categories required to complete the project.

Work categories not performed by the firm:

Firm #1 \_\_\_\_\_

Firm #2 \_\_\_\_\_



Firm #3 \_\_\_\_\_

- 4) Fifty-one percent (51%) common controlling ownership between firms.

Firm #1

Firm #2

Firm #3

has attached statement indicating the relationship of the firms.

- 5) Estimated quantity of asphalt for this item exceeds 10,000 tons.  
 6) Estimated quantity of concrete exceeds 5,000 cubic yards.  
 7) Estimated costs of project are less than \$1,000,000.

I/WE being duly sworn do hereby declare the explanation and justification to be a true and correct statement.

I, WE being duly sworn, do hereby declare the explanation and justification to be a true and correct statement.

**Firm #1**

Name \_\_\_\_\_ Title \_\_\_\_\_  
 (Print)

Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Notary Seal)

My commission expires on \_\_\_\_\_  
 Notary Public

**Firm #2**

Name \_\_\_\_\_ Title \_\_\_\_\_  
 (Print)

Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Notary Seal)

My commission expires on \_\_\_\_\_  
 Notary Public

**Firm #3**

Name \_\_\_\_\_ Title \_\_\_\_\_  
 (Print)

Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Notary Seal)

My commission expires on \_\_\_\_\_  
 Notary Public

This form must be submitted with the bid.



**COOK COUNTY DEPARTMENT OF  
TRANSPORTATION AND HIGHWAYS  
Joint Venture Minimum Declaration of Work**

Bid Proposal Submission Date: \_\_\_\_\_  
 Item No.: \_\_\_\_\_  
 Joint Venture Name: \_\_\_\_\_  
 Managing Party: \_\_\_\_\_

**Firm #1**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Firm #2**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Firm #3**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Instructions:**

Indicate the percentage of work to be performed by each firm with their own forces.

	<b>Firm #1</b>	<b>Firm #2</b>	<b>Firm #3</b>
Earthwork	_____	_____	_____
Portland Cement Concrete Paving	_____	_____	_____
Bituminous Plant Mix	_____	_____	_____
Bituminous Aggregate Mixtures	_____	_____	_____
Miscellaneous Bituminous Paving	_____	_____	_____
Cleaning and Sealing Cracks & Joints	_____	_____	_____
Soil Stabilization and Modification	_____	_____	_____
Aggregate Bases and Surfaces	_____	_____	_____
Highway, Railroad & Waterway Structures	_____	_____	_____
Drainage	_____	_____	_____
Electrical	_____	_____	_____
Cover & Seal Coats	_____	_____	_____
Slurry Applications	_____	_____	_____
Miscellaneous Concrete Construction	_____	_____	_____
Landscaping	_____	_____	_____
Seeding & Sodding	_____	_____	_____
Vegetation Spraying	_____	_____	_____
Tree Trimming & Selective Tree Removal	_____	_____	_____

Fencing	_____	_____	_____
Guardrail	_____	_____	_____
Grouting	_____	_____	_____
Painting	_____	_____	_____
Signing	_____	_____	_____
Paint Pavement Marking	_____	_____	_____
Thermoplastic Pavement Marking	_____	_____	_____
Epoxy Pavement Marking	_____	_____	_____
Installation of Raised Pavement Markers	_____	_____	_____
Pavement Texturing & Surface Removal	_____	_____	_____
Cold Milling, Planning & Rototilling	_____	_____	_____
Erection	_____	_____	_____
Demolition	_____	_____	_____
Other	_____	_____	_____

I, WE being duly sworn, do hereby declare the explanation and justification to be a true and correct statement.

**Firm #1**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print)

\_\_\_\_\_  
Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Notary Seal)

\_\_\_\_\_  
Notary Public My commission expires on \_\_\_\_\_

**Firm #2**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print)

\_\_\_\_\_  
Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Notary Seal)

\_\_\_\_\_  
Notary Public My commission expires on \_\_\_\_\_

**Firm #3**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print)

\_\_\_\_\_  
Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Notary Seal)

\_\_\_\_\_  
Notary Public My commission expires on \_\_\_\_\_

This form must be submitted with the bid.

**SPECIAL PROVISION  
FOR  
PROPOSAL AGREEMENTS  
ADDENDUM RECEIPT**

The receipt of the following addenda to the drawings and/or specification is acknowledged:

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

NOTE: These Addenda form a part of the Bidding and Contract Documents and modify the Original Documents for this Contract. Receipt of these Addenda shall be acknowledged above. Failure to do so may subject the Bidder to disqualification.

**SPECIAL PROVISION  
FOR  
COMBINATION BIDDING PROCESS**

All references to Sections or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Cook County Department of Transportation and Highways.

Combination Bids. The projects listed below with their individual WORKING DAYS and CALENDAR DAYS shall be let in combination:

PROJECT	SECTION	WORKING DAYS	CALENDAR DAYS
---------	---------	--------------	---------------

A Combination Bid is a total bid received on 2 or more proposals. No Combination Bids other than those specifically set up by the Department will be considered. Separate proposal forms will be issued for each project in the combination so bids may be submitted on the combination as well as on separate units of the combination. The department reserves the right to make the awards on combination bids or separate bids to the best advantage of the Department.

If a Combination Bid is submitted on 2 or more proposals, separate proposals on each individual contract shall also be submitted, and unless separate proposals are submitted, the Combination Bid will not be considered. If the bidder desires to submit a Combination bid, the bidder shall state, in the place provided in the proposal form, the amount of the Combination Bid for the entire combination.

If a Combination Bid is submitted on any stipulated combination, and errors are found to exist in computing the gross sum bid on any one or more of the individual proposals, corrections shall be made, by the Department and the amount of the Combination Bid shall be corrected so that it will be in the same proportion to the sum of the corrected gross sum bid as the Combination Bid submitted was to the sum of the gross bid submitted.

The following provisions shall govern combination bidding:

- 1) A Combination Bid which is submitted for 2 or more proposals and awarded on that basis shall have the bid prorated against each proposal in proportion to the bid submitted for each proposal.
- 2) Separate contracts shall be executed for each proposal included in the combination.
- 3) The proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the Combination Bid.
- 4) The completion date for all contracts awarded on a Combination Bid shall be the latest completion date designated for any one or more of the contracts included in the combination, unless otherwise provided in the contract.

- 5) Contracts awarded in combination for the projects above shall have the WORKING DAYS revised to \_\_\_\_\_ WORKING DAYS, and the CALENDAR DAYS revised to \_\_\_\_\_ CALENDAR DAYS. The "Daily deduction" rate in the Traffic Control Deficiency Deduction Special Provision shall be based on the REVISED CALENDAR DAYS stated above.
- 6) The Contractor, at his option, may start one project or all projects. WORKING DAYS then shall start as specified in Article 108.04 of the Standard Specifications for Road and Bridge Construction and shall continue from that day forward until all projects are completed.
- 7) An extension of time for any one or more contracts awarded on a Combination Bid shall automatically extend all contracts awarded on the combination.
- 8) In the event the Contractor fails to complete any one or all the contracts on the Combination Bid by the contract completion date plus any authorized extension, or the contract working days plus any authorized extension, the liquidated damages shall be determined from the schedule of deductions for each day of the overrun in the contract time in Article 108.09 in the Standard Specifications for Road and Bridge Construction, based on the Combination Bid total, and shall be computed on the combination and prorated against the 2 or more individual contracts based on the dollar value of each contract.
- 9) The Plans and Special Provisions for each separate contract shall be construed separately for all requirements, except as described in section 1 through 8 listed above.

**SPECIAL PROVISION  
FOR  
PROMPT PAY MECHANISMS (NON FEDERAL AID)**

This contract is subject to the following payment obligations:

"As partial payments are made to the contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the contractor shall make corresponding partial payment within fifteen (15) calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Cook County Department of Transportation and Highways included in the partial payment to the contractor. Subcontractors shall be paid in full, including the return of any retainage previously withheld, within fifteen (15) calendar days after the subcontractor's work has been satisfactorily completed."

This Special Provision does not create any rights in favor of any subcontractor against the County of Cook or authorize any cause of action against the County of Cook on account of any payment, nonpayment, delayed payment or interest claimed by application of this Prompt Payment Special Provision. The Cook County Department of Transportation and Highways will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Cook County Department of Transportation and Highways will not approve any delay or postponement of the fifteen (15) day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are lien against public funds set forth in Section 23© of the Mechanics Lien Act, 770 ILCS 60/23©, and a recovery on the contractors payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

**SPECIAL PROVISION  
FOR  
CONTRACT CLAIMS**

All References to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Cook County Department of Transportation and Highways.

109.09 Contract Claims. Revise the second sentence of subparagraph (a) of Article 109.09 to read:

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of this Article to read:

"Procedure. The department provides three administrative levels for claims review:

Level I	Resident Engineer
Level II	Bureau Chief, Construction Bureau
Level III	Superintendent of Transportation and Highways

All Claims shall first be submitted at Level I. This Engineer shall consider all information submitted with the claim within 90 days after receipt. Claims not conforming to this Article will be returned without consideration. The Resident Engineer may schedule a claim presentation meeting if in the Resident Engineer's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be based on the claim documentation submitted. If a decision is not rendered within 90 days, or if the Contractor disputes the decision, an appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made by the Contractor in writing to the Resident Engineer within 45 days after the date of the Level I decision, and shall include two (2) additional copies of the claim and supporting documentation. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be schedule if the Bureau Chief, Construction Bureau determines that such a meeting would aid in the resolution of the claim, otherwise a decision will be made on the claim documentation submitted. If a Level II decision is not rendered within 90 days after receipt of the written appeal, or if the Contractor disputes the decision, an appeal at Level III shall be made in writing to the Bureau Chief, Construction Bureau, within 45 days of the date of the Level II decision. Review of the claim at Level III shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Superintendent of Transportation and Highways determines that such a meeting would aid in resolution of the claim, other a decision will be based on the claim documentation submitted. A Level III final decision will be rendered within 90 days of receipt for appeal.



**SPECIAL PROVISION**  
**FOR**  
**PRE-CONSTRUCTION CONFERENCE**

After the award of the contract and before construction is started, a conference shall be held at a time and place to be designated by the County.

The purpose of the conference shall be to co-ordinate the work to be performed and adopt a schedule of operations.

The conference will be attended by representatives of the participating agencies together with the public and private agencies whose facilities are involved in the construction of the project.

**SPECIAL PROVISION  
FOR  
MOBILIZATION**

This Special Provision amends the provisions of Article 671 of the Standard Specifications for Road and Bridge Construction and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

671 Mobilization. Revise the Article to read:

671.01 Description. This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of offices, buildings, and other facilities necessary for work on the project; and for all other work or operations which must be performed or costs incurred when beginning work on the project.

671.02 Basis of Payment. Upon execution of the contract and a written letter from the Contractor requesting mobilization, three percent of the total contract bid will be paid as the original mobilization payment. The three percent will be recovered according to the following schedule.

- 1) When 10 percent or more of the original contract amount is earned, 1/5 of the original mobilization payment will be deducted from the current pay voucher.
- 2) When 20 percent or more of the original contract amount is earned, a cumulative 2/5 of the original mobilization payment will be deducted from the current pay voucher.
- 3) When 30 percent or more of the original contract amount is earned, a cumulative 3/5 of the original mobilization payment will be deducted from the current pay voucher.
- 4) When 40 percent or more of the original contract amount is earned, a cumulative 4/5 of the original mobilization payment will be deducted from the current pay voucher.
- 5) When 50 percent or more of the original contract amount is earned, the remaining balance of the original mobilization payment will be deducted from the current pay voucher.

**SPECIAL PROVISION  
FOR  
CONSTRUCTION AIR QUALITY  
DIESEL VEHICLE EMISSIONS CONTROL  
(GREEN CONSTRUCTION ORDINANCE)**

Description. Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. All equipment on the jobsite as defined by section 30-952 (a) of the Cook County Green Construction Ordinance (ORDINANCE) shall be required to use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less). Equipment shall include any "rental" equipment. In addition, the Contractor is required to comply with section 30-954 -3(c) related to engine idling.

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to adjudication in accordance with the attached Ordinance. Liquidated damages as per section 30-955 (c) of the ORDINANCE will not apply until such time as the level 2 or 3 controls are phased in.

The Contractor is required to submit a list of equipment to be used on the project to the Cook County Department of Environmental Control (DEPARTMENT), as stated in section 30-954(a) and (b) of the ORDINANCE, and shall copy the Cook County Department of Transportation and Highways - Construction Bureau on that submittal. The 30 day submittal stipulation cited in section 30-954(a) of the ORDINANCE will be enforced. The Contractor may not begin work on the project unless acknowledgement by the DEPARTMENT of their receipt of the list is provided to the Construction Bureau of the Cook County Department of Transportation and Highways. At this time, the list will be used for statistical data only. The Contractor is not required to meet portions of the ordinance related to level 2 or 3 controls as outlined in the ORDINANCE until such time as stipulated in the ordinance. If additional equipment is to be used on a project that was not on the original equipment list submitted to the DEPARTMENT, the Contractor must follow the same procedure as outlined above. Short term usage of equipment shall be as stated in section 30-952(3)(c)(1) of the ORDINANCE.

The Contractor shall submit copies of monthly summary reports to the DEPARTMENT and include certified copies of the ULSD fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

The ORDINANCE is attached and made a part of this contract. Contact information for the Department of Environmental Control is given below.

Basis of Payment. Any costs associated with compliance with this special provision and the Green Construction Ordinance shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

Cook County Department of Environmental Control  
69 West Washington Street Room 1900  
Chicago, IL 60602  
Re: Cook County Green Construction Ordinance  
Phone: 312-603-8200

09-0-36

ORDINANCE

Sponsored by

THE HONORABLE TODD H. STROGER, PRESIDENT

AND ROBERTO MALDONADO, JOAN PATRICIA MURPHY AND PETER N. SILVESTRI

COUNTY COMMISSIONERS

Co-Sponsored by

THE HONORABLE JOHN P. DALEY, ELIZABETH "LIZ" DOODY GORMAN,

JOSEPH MARIO MORENO, DEBORAH SIMS, ROBERT B. STEELE

AND LARRY SUFFREDIN, COUNTY COMMISSIONERS

COOK COUNTY GREEN CONSTRUCTION ORDINANCE

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 30 Environment, Article IX Green Construction, Sections 30-950 through 30-955 of the Cook County Code is hereby enacted as follows:

**ARTICLE IX. GREEN CONSTRUCTION**

**Sec. 30-950. Board of Commissioners findings.**

- a) Diesel exhaust particle pollution poses a clear and present health risk to the people of Cook County. The United States Environmental Protection Agency has classified diesel exhaust as a likely human carcinogen, and has identified diesel particulate matter and diesel exhaust organic gases as toxic air pollutants. Diesel exhaust is also a prime contributor to airborne fine particle pollution that is linked to premature death and other serious cardiovascular and pulmonary problems such as heart attacks, abnormal heart rhythms, atherosclerosis, stroke, asthma attacks, permanent respiratory damage and retardation of lung growth in children.
- b) Cook County is a USEPA designated non-attainment area for fine particulate matter pollution.
- c) The health impacts from diesel emissions particularly affect children, the elderly, and people with weakened immune systems.
- d) Particularly high concentrations of diesel emissions often occur in heavily traveled transportation corridors, intermodal yards, bus depots, and construction sites; these diesel "hot spots" often are found in densely populated, urban areas, disproportionately impacting ethnic minorities and people of lower economic status.

- e) Diesel engine crankcases also are a source of emissions that can seep into the cabin and expose vehicle drivers and passengers to harmful diesel emissions.
- f) Diesel exhaust also contains black carbon emissions, which contribute to global climate change.
- g) Reduction of diesel emissions can help address these human health and environmental problems.
- h) The United States Environmental Protection Agency has enacted requirements over the past few years requiring the substantial reduction of emissions from new diesel engines in both heavy duty highway vehicles and land-based non-road equipment. However, these regulations do not apply to any of the over 11 million existing diesel engines in the United States, most of which emit substantially more pollution and often remain in service for 10 to 30 years, depending on the type of engine and equipment.
- i) Practical, cost-effective measures to substantially reduce diesel particulate emissions are available today, and can be applied to many existing diesel engines. The same technology that limits diesel pollution from new diesel engines can be retrofitted onto existing engines or applied in new replacement engines to reduce diesel emissions by 85% or better.
- j) Therefore, the purpose of this ordinance is to minimize the public health risks from exposure to diesel particulate emissions as expeditiously as practicable.

#### **Sec. 30-951. Definitions.**

**CARB** means the California Air Resources Board.

**County**, as used in this chapter (with the exception of the use of the words to describe or identify the Government or Board of Commissioners thereof), means all of the territory in the County exclusive of the City of Chicago.

**Department** means the Cook County Department of Environmental Control.

**Fleet** means one or more diesel vehicles or mobile or stationary diesel engines owned or operated by the same person or group of related persons.

**Heavy duty diesel vehicle** means a motor vehicle with a gross vehicle weight rating of at least 8,500 pounds that is powered by a diesel engine.

**Level 1 Control** means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 25% or more from uncontrolled engine emission levels.

**Level 2 Control** means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 50% or more from uncontrolled engine emission levels.

**Level 3 Control** means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 85% or more from uncontrolled engine emission levels, or that reduces emissions to less than or equal to 0.01 grams of PM per brake horsepower-hour. Level 3 Control includes repowering or replacing the existing diesel engine with an engine meeting USE PA's 2007 Heavy-duty Highway Diesel

Standards (66 Fed. Reg. 5002), or in the case of a non-road engine, an engine meeting the USE PA's Tier 4 Nonroad Diesel Standards (69 Fed. Reg. 38958); Level 3 Control also includes new diesel engines meeting said emissions standards.

**Motor vehicle** means any self-propelled vehicle designed for transporting persons or property on a street or highway, including an on-road diesel vehicle.

**Nonroad engine** means an internal combustion engine (including the fuel system) that is not used in a motor vehicle or a vehicle used solely for competition, or that is not a stationary source, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

**Nonroad Vehicle** means a vehicle or equipment that is powered by a nonroad engine, fifty horsepower and greater, and that is not a motor vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment; non-road vehicles do not include locomotives or marine vessels.

**Prime Contractor** means any person or business entity that enters into a public works contract with Cook County.

**Public Works Contract** means a contract, budgeted at \$2,000,000 or more, with a County agency for a construction program or project bid by Cook County involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a County agency for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a County agency for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

**Stationary Generators** means a non-mobile machine that uses diesel fuel to produce electrical energy.

**Subcontractor** means any person or business entity that enters into a contract with a Prime Contractor as defined herein to perform work on a public works contract with Cook County.

**Ultra low sulfur diesel fuel** means diesel fuel that has a sulfur content of no more than fifteen parts per million.

**US EPA** means the United States Environmental Protection Agency.

Verified diesel emission control device means:

- a) an emission control device or strategy that has been verified to achieve a specified diesel PM reduction by US EPA or CARB; or
- b) replacement or repowering with an engine that is certified to specific PM emissions performance by USE PA or CARB.

**Sec. 30-952. Emission reduction.**

- a) Immediately after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall use Ultra Low Sulfur Diesel fuel for diesel motor vehicles, nonroad vehicles, and stationary generators used in the performance of the contract.
- b) Beginning January 1, 2014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any heavy-duty diesel vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:
  - (1) Subsection (b) shall not apply to any heavy-duty diesel vehicle on the construction site working three days or less over the life of the project.
  - (2) Subsection (b) shall not apply to any heavy-duty diesel vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department. If the Department makes a written finding that any such vehicle cannot be retrofit with Level 2 controls, said vehicle shall be retrofit with Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.
  - (3) Any heavy-duty diesel vehicle that has operational Level 2 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (b).
- c) Within two years after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall not operate any diesel nonroad vehicle in the performance of a public works contract unless that vehicle has installed Level 2 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the contract or to the agency of appropriate and sufficient documentary evidence:
  - (1) Subsection (c) shall not apply to any diesel nonroad vehicle on the construction site working three days or less over the life of the project.
  - (2) Subsection (c) shall not apply to any diesel nonroad vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 2 Controls, in which case such fleet owner or operator shall install Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.

- (3) Any diesel nonroad vehicle that has operational Level 1 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (c).
- d) Beginning January 1, 2014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any diesel nonroad vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:
  - (1) Subsection (d) shall not apply to any diesel nonroad vehicle on the construction site working three days or less over the life of the project.
  - (2) Subsection (d) shall not apply to any diesel nonroad vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department.
  - (3) Any diesel nonroad vehicle that has operational Level 2 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (d).

#### **Sec. 30-953. Costs.**

All costs associated with meeting these requirements are incidental to the overall contract. No additional time or monies will be granted to the Prime Contractor for compliance with these requirements and any associated regulations.

#### **Sec. 30-954. Compliance.**

- a) Thirty days before beginning work, the Prime Contractor shall submit to the Department for approval a list of all heavy-duty diesel vehicles, nonroad vehicles, and stationary generators to be used on the project. The list shall include the following:
  - (1) Prime Contractor and Subcontractor name and address, plus contact person responsible for the vehicles or equipment.
  - (2) Equipment type, manufacturer, engine model year, engine certification (Tier rating), ECM calibration, horsepower, plate, serial number, and expected fuel usage and/or hours of operation.
  - (3) For the pollution control technology installed: technology type, serial number, make, model, manufacturer, EPA/CARB verification number/level, and installation date.



- b) If the Prime Contractor subsequently needs to bring on site equipment not on the list, the Prime Contractor shall submit the request in writing for prior approval. Additional equipment shall comply with all contract conditions.
- c) During periods of inactivity, idling of diesel on road motor vehicles and nonroad vehicles shall be minimized and shall not exceed the time allowed under state and local laws.
- d) Any public works contract shall provide for enforcement of the contract provisions required by Section 3 and penalties for noncompliance of such provisions.

**Sec. 30-955. Enforcement.**

- a) Any solicitation for a public works contract subject to the provisions of this section and any contract entered into as a result of such solicitation shall include provisions authorizing independent monitoring and inspection of the Prime Contractor and Subcontractor's compliance with the requirements of this section and requiring that the Prime Contractor and Subcontractor comply with this section. The Prime Contractor shall be liable for a fee of \$200 for the review of Prime Contractor and Subcontractor's compliance with the provisions of this section, and the County may withhold and deduct the fee from monies otherwise due the Prime Contractor.
- b) All vehicles and equipment to which these requirements are applicable will be subject to random inspections to ensure full compliance with these requirements. If any equipment is found to be non-compliant, the Prime Contractor, Subcontractor or Supplier must remove or retrofit this equipment or vehicle within 24 hours or be subject to liquidated damages pursuant to subdivision (c) of this section until that piece of equipment or vehicle is removed from Project.
- c) In the event of a violation of any provision of this section, except as provided, in subdivision (d) of this section, liquidated damages shall be assessed against the Prime Contractor in the amount of \$5,000 for each violation (with each piece of noncomplying equipment and each day of noncompliance being a separate violation, not to exceed a total of \$50,000 for any one piece of equipment). Said liquidated damages are not imposed as a penalty but as an estimate of the damages that the County will sustain from delay in completion of the work, as well as resultant damages to public health of its citizens, which damages by their nature are not capable of precise proof. The County may withhold and deduct from monies otherwise due the Prime Contractor the amount of liquidated damages due the County.
- d) No Prime Contractor or Subcontractor shall make a false statement or claim with respect to any matter material to compliance with the provisions of this section to the County. Any Prime Contractor or Subcontractor making such a false statement shall pay the County up to \$10,000 for each such statement as liquidated damages pursuant to the provisions of subdivision (c) of this section.
- e) Fees and liquidated damages paid to the County under this section shall be placed in the Cook County Environmental Management Fund.

**Sec. 30-956. Regulations.**

Within six months of the effective date of this act, the Department shall, after written notice and public hearing, promulgate regulations implementing the provisions of this act.

Effective date: This Ordinance shall take effect upon adoption.

Approved and adopted this 19th day of May 2009.

TODD H. STROGER, President

Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk.

**SPECIAL PROVISION  
FOR  
PROCESSING OF EXTRA WORK PAYMENT REQUESTS**

Contractor's payment requests for Extra Work as identified in Article 104.02 of the Standard Specifications and the Special Provision for Contract Extra Work shall be processed in accordance with Article 109.04 of the Standard Specifications and the following additional procedures:

- 1) Contractor shall invoice the County for such Extra Work in accordance with the lump sum price, unit price, or force account as agreed to by the Engineer and Contractor.
- 2) Force account billing for equipment expense shall follow the applicable volume of the Equipment Watch Rental Rate Blue Book (Blue Book). Determination of equipment rates shall follow the IDOT Construction Memorandum 08-09. Also, a copy of the Blue Book calculation for each piece of equipment shall be included with the force account billing.
- 3) Contractor shall submit invoice for such Extra Work after the Extra Work has been fully completed by Contractor within sixty (60) days of completion of the work.
- 4) Within sixty (60) days after receipt of the invoice, the Engineer will review the Contractor's invoice and determine whether the invoice complies with the above. If the Engineer disapproves the invoice, the Engineer shall give Contractor notice of the reasons for such disapproval and the Contractor shall resubmit a corrected invoice for the Engineer's review. The County shall have an additional thirty (30) days to review and determine whether that the corrected invoice complies with the above.
- 5) Once the Engineer determines that the invoice complies with the above, the Engineer shall present a recommendation for change in plan for the specific items of extra work. The Superintendent shall execute a change order for the specific items of extra work and submit such change order to the Cook County Chief Procurement Officer, or where appropriate, to the County Board for approval.
- 6) Within thirty (30) days of the Board's or the Cook County Chief Procurement Officer's approval of the change order, payment shall be reflected under the specific items of extra work completed by the Contractor and the corresponding amount shall be deleted from the Contract Extra Work item.

**SPECIAL PROVISION  
FOR  
CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS**

This Special Provision amends the provisions of the Standard Specifications for Road and Bridge Construction and shall amend or supercede the provisions of Article 105.09 Survey Control Points.

105.09 Construction Layout Stakes. The Contractor will be required to furnish and place construction layout stakes for this project and will locate and reference the centerline of survey and all intersecting roads and streets and will establish bench marks along the line of the improvement outside construction limits. One bench mark will be established for use at each structure over twenty-foot span. Locating and referencing the centerline of survey shall consist of locating and referencing control points such as point of curvature, point of tangent, and sufficient points on tangent to provide a line of sight. Control points shall be identified in the field to the Engineer and the field notes shall be kept in the office of the Resident Engineer.

The Contractor shall provide field forces and set all additional stakes for this project, including interchanges, which are needed to establish offset stakes, reference points, slope stakes, pavement and curb line and grade, stakes for bridges, culverts, sewers and drainage structures, paved gutters, walls, monuments, fence, right-of-way lines, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. Grading slope stakes shall be set at sufficient intervals (not to exceed 30 meters (100 feet)) to accurately outline the slopes. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 15 meters (50 feet)) to assure substantial conformance to plan line and grade. Staking of right-of-way lines shall consist of placing tall stakes, properly identified and readily discernible, at points of change in width or direction of the right-of-way and at points along the line so that at least two of the stakes can be seen distinctly from any point of the line. Right-of-way lines shall be staked at locations where construction is to be performed, prior to beginning construction. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract, or to determine the property line between properties.

The Contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the County Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks, and shall have them reset at his expense when any are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required. The Contractor shall not engage the services of any person or persons in the employ of the Cook County Department of Transportation and Highways for the performance of any of the work covered by this item.

It is emphasized that the establishment of the centerline of survey and benchmark circuit is critical to start up of construction and must be accomplished at the earliest possible time by the Contractor, properly documented and approved by the Resident Engineer as described below.

**RESPONSIBILITY OF THE COUNTY**

- a) The County will check both horizontal and vertical clearances at all grade separations.

- b) The County will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into the work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- c) The County will set all stakes for utility adjustments and for building fences along the right-of-way line by parties other than the Contractor.
- d) Immediately after the Contractor has staked the drainage structures, County forces will check the staking, either visually or by instrument, to determine if the structures fit the waterways in horizontal alignment and vertical elevation. If it is necessary to redesign the drainage structure, the County will furnish a revised design and restake the structure.
- e) The County will make all measurements and take all cross-sections from which the various pay items are to be measured, such as, cross-sections for all borrow pits and channel change, additional measurements needed to determine the amount of special excavation and classified excavation and all measurements on which the depth of sub-bases, bases or portland cement concrete pavement are to be verified.
- f) Where the Contractor in setting construction stakes discovers discrepancies, the County will check to determine their nature and make whatever revisions are necessary in the plans, including the recross-sectioning of the area involved, and all additional restaking necessary.
- g) The County will check the Contractor's horizontal layout staking of all structures over 6 meters (20 feet) in span length. The County will accept the responsibility for the accuracy of these stakes, after the County completes their check, provided they are protected by the Contractor to the extent that no displacement occurs. The County will not be responsible for transferring the lines to the work.
- h) The County will accept responsibility for the accuracy of specific stakes that are covered by random instrument checks and recorded, provided no displacement occurs.
- i) It is not the responsibility of the County to check the correctness of the Contractor's stakes except as provided herein; however, any errors that are apparent shall be immediately called to the Contractor's attention and he shall be required to make the necessary correction before the stakes are used for construction purposes.
- j) On the jobs where the plan quantities for excavation are to be used as the final pay quantities, it will be necessary for the County to make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross-sections.
- k) All measurements necessary to determine the final pay item quantities must be made by the County independently of the Contractor's station stakes and any bench marks established by the Contractor.
- l) If requested, the County will furnish a schedule showing the pavement profile grade elevations at intervals of 7.5 meters (25 feet) and/or provide computer services necessary to establish remote control for complex interchanges and/or structures.

## RESPONSIBILITY OF THE CONTRACTOR

- a) The Contractor will locate and reference the centerline of all roads and streets except interchange ramps. The centerline of private entrances and short street intersection returns need not be located or referenced by the Contractor.
- b) Locating and referencing the centerline of survey will consist of locating and referencing the control points of the centerline such as PC's, PT's and as many POT's as are necessary to provide a line of sight.
- c) Bench marks will be established along the project outside of construction lines and at each major structure over 6 meters (20 feet) in span length, and intervals not exceeding 300 meters (1000 feet) horizontally and 6 meters (20 feet) vertically.
- d) Stakes set for A. and B. above shall be identified in the field to the Engineer and the field notes kept in the Resident Engineer's office for reference by him.
- e) The Contractor will set all other stakes necessary to establish limits and elevations of the work and shall define right-of-way for the project.
- f) The right-of-way shall be considered to be defined when stakes readily discernible, have been placed at points of change in width or direction of the right-of-way line and at points along the line so that at least two such right-of-way stakes can be seen from any point on the line. The Contractor should note that utility relocation may be dependent upon the proper delineation of right-of-way. Staking of the right-of-way must be accomplished at the earliest possible time.
- g) The Contractor will not be required to set additional stakes to locate a utility line or to determine the property line between properties.
- h) Field notes shall be kept in standard survey field note books and these books shall become the property of the Cook County Department of Transportation and Highways at the completion of the project.
- i) It is not considered the responsibility of the Contractor to make a detailed check of the accuracy of the plans, however, it is expected that the Contractor will advise the County promptly of known errors in the plans.

This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS, which price shall be payment in full for all services, materials, labor, equipment, tools and incidentals to complete this item. Payment for this work shall be scheduled as follows;

25% of the bid price to be paid on the first pay estimate.

The remaining 75% of the bid price to be apportioned among the remaining pay estimates for the project.

All payments subject to retainage per the terms of this Contract.

**SPECIAL PROVISION  
FOR  
CONSTRUCTION DEBRIS**

Add the following to the third paragraph of Article 202.03 of the Standard Specifications:

"The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years."

**SPECIAL PROVISION  
FOR  
CUTTING HOT-MIX ASPHALT SURFACE**

Description. This work shall consist of the cutting of the hot-mix asphalt surface wherever indicated and to the depth as shown on the plans and as required by the Engineer.

The hot-mix-asphalt surface shall be cut to a straight line and a vertical plane by a method approved by the Engineer.

It shall be the responsibility of the Contractor to determine the thickness of the existing hot-mix-asphalt surface course as well as underlying pavement layers as may be impacted by the required cutting. No additional compensation will be allowed because of variations from the assumed thicknesses or from the thicknesses shown on the plans.

Basis of Payment. This work will be paid for at the Contract Unit Price per Foot for Cutting Hot-Mix Asphalt Surface.



## SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

This special provision amends the provisions of Article 105.07 of the Standard Specifications and includes a section clarifying the utility information provided in the plans and specifications.

105.07 - Cooperation with Utilities. Revise the last paragraph regarding (a) known Utilities to read:

“No additional compensation will be allowed for any delays, inconveniences, or damage sustained by the Contractor due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by him; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances either in their present or relocated positions.”

105.07 - Cooperation with Utilities. Delete subarticle 105.07 (b) Unknown Utilities and substitute the following:

(b) Unknown Utilities. The requirements stated above for known utilities shall apply to unknown utilities.

### Examination of Plans, Specifications, Special Provisions and Site of Work.

The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all the requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Department will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents shall request such in writing from the Department, in sufficient time to allow a written reply by the Department that can reach all prospective bidders before the submission of their bids. All information and changes made to the contract will be communicated through an addendum. Only changes made through the addendum will be binding to the Department. When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility whatever in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of underground utility facilities. It shall be the Contractor's responsibility to determine the actual location of all such facilities including field verification of both vertical and horizontal locations relative to the work. He shall also obtain from the respective utility companies detailed information relative to the location of their facilities and the working schedules of the utility companies for removing or adjusting them.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions. The Contractor's attention is directed to the fact that the various utility companies may be relocating and constructing facilities within the project limits concurrent with the Contractor's operations. The Contractor shall coordinate his activities with the various utility companies, at all times, and may be required to work at other locations of the improvement until relocation and construction is completed by the utility company. The Contractor is advised that the relocation times and schedules listed in the special provision "Status of Utilities to be Adjusted" are only rough estimates and no extra compensation will be allowed for delays resulting from any work performed by a utility company or for their failure to meet said relocation schedule.

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**SPECIAL PROVISION  
FOR  
WORK ZONE TRAFFIC CONTROL SURVEILLANCE**

Revise Article 701.10 of the Standard Specifications to read:

"The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement."

Delete Articles 701.19(d) and Article 701.20(g) of the Standard Specifications.

**SPECIAL PROVISION  
FOR  
TRAFFIC PROTECTION**

General. This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic and protecting workers during the construction or maintenance of this improvement.

Traffic protection shall be provided as called for in the plans, these Special Provisions, applicable Traffic Control Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through or around the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum. Where the traffic of any building in the area of the proposed improvement is of an emergency nature, such as Hospital, Fire or Police Station traffic, the Contractor shall provide for free movement of such traffic during the course of construction.

Traffic Control Devices include signs and their supports, signals, pavement markings and markers, traffic cones, barricades with sand bags, plastic drums, channelizing devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone, including required devices and marking approaching and departing the construction zone.

The Contractor is required to conduct routine inspections of the worksite at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)", the Traffic Control Standards and the "Quality Standard for Work Zone Traffic Control Devices" issued by the Illinois Department of Transportation or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from the view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All

traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are functional and effective 24 hours each day.

107.15 Dirt on Pavement or Structures. Add the following after the first paragraph of this Article:

When ordered by the Engineer, the Contractor shall use some method to allay dust and prevent a nuisance. This shall be done preferably by sprinkling the Subgrade or the portion of pavement used by trucks or busses with water. If conditions warrant, this shall receive constant attention by the Contractor. Calcium Chloride shall not be used for this purpose. No extra compensation shall be allowed the Contractor for this work.

Signs. All signs except those referring to daily lane closures shall be post mounted in accordance with Standard 701901 for all projects that exceed four days.

Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish and replace at his own expense, any traffic sign, or post which has been damaged or lost by the Contractor or a third party".

"Fresh Oil" signs (W21-2) shall be used when prime is applied to pavement that is open to traffic. The signs are to remain until tracking of the prime ceases. The sign shall be erected a minimum of 500 feet preceding the start of the prime and on all side roads within the posted area. The "Fresh Oil" sign on the side road shall be posted a minimum of 200 feet from the mainline pavement.

"Rough Grooved Surface" signs (W8-1107) shall be used when the road has been cold milled and open to traffic. The signs shall remain in place until the milled surface condition no longer exists. These signs shall be erected a minimum of 500 feet preceding the start of the milled pavement and on all side roads within the posted area. The "Rough Grooved Surface" signs on the side roads shall be posted 200 feet from the mainline pavement. All signs shall have an 18" x 18" orange flag and amber flashing light attached.

Whenever a lane is closed to traffic using Standard 701606, 701601, or 701701, the pavement width transition sign (W4-2R or W4-2L) shall be used in lieu of "Workers" sign (W21-1 or W21-1a).

Whenever any vehicle, equipment, workers or their activities infringe on the shoulder or within 15 feet of the traveled way and the traveled way remains unobstructed, then the applicable Traffic Control Standard shall be 701006, 701011, 701101, or 701701. "Shoulder Work Ahead" sign (W21-5(0)-48) shall be used in lieu of the "Workers" sign (W21-1 or W-21-1a).

The Contractor shall provide and erect any other signs that are required for traffic safety operations and the conveyance of traffic information to the motorist, which may not be included in the Traffic Control

Standards. The requirement for these signs shall be determined by and installed at the direction of the Engineer.

Barricades: Any drop off greater than 3 inches, but less than 6 inches within 8 feet of the pavement edge shall be protected by Type I or II barricades equipped with mono-directional steady burn lights at 100 foot center to center spacing. If the drop off within 8 feet of the pavement edge exceeds 6 inches, the barricades mentioned above shall be placed at 50 foot center to center spacing. Barricades that must be placed in excavated areas shall have leg extensions installed such that the top of the barricade is in compliance with the height requirements of Standard 701901. In addition to the placement of barricades as described above, pavement drop off signs (W8-9a) shall be used along with the barricades and at the direction of the Engineer.

Placement of all signs, barricades or drums shall proceed in the direction of flow of traffic. Removal of all signs, barricades or drums shall start at the end of the construction areas and proceed toward oncoming traffic unless otherwise directed by the Engineer.

All Type I and Type II barricades, drums and vertical panels shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

Check barricades shall be placed in work areas perpendicular to traffic every 1,000 feet, one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation or any other hazards in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades shall be Type I or II and equipped with a flashing light.

Arrow Boards. A flashing arrow board shall be operating at all times when a lane is closed to traffic on a multilane highway. Arrow boards shall be provided and located in a head-on position within each lane closure taper.

Temporary Concrete Barrier Vertical Panels and Lights. Whenever temporary concrete barrier is specified in the plans, vertical panels and steady burning lights meeting the requirement of Articles 1106.01 and 1106.02 of the Standard Specifications and Standard 701901 shall be installed on the barrier at 50 foot centers minimum or at the spacing shown on the plans. The method of mounting shall be approved by the Engineer. Upon conclusion of the work, the panels and lights shall be removed and shall remain the property of the Contractor.

Pedestrian Sidewalk Control. The Contractor shall install, maintain and remove necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction in accordance with Traffic Control Standard 701801 or as directed by the Engineer. The Contractor shall make adequate provision for the free passage of foot traffic at all intersecting streets which are to remain open to traffic. The materials or equipment used in the construction of this improvement shall be so placed as to afford access to abutting private property and to all hydrants and valves with a minimum of inconvenience.

All barricades shall be Type I or II equipped with flashing lights. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

107.09 Public Convenience and Safety. Revise the Seventh paragraph of this Article to read as follows:

The following vertical and horizontal restrictions shall pertain to roads as defined in the Illinois Highway Code, Article 2, Division 1, Section 2-101, 2-102, and 2-103 when construction is being performed with the road open to traffic.

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch workers, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Department concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the Engineer.

The contractor shall maintain at least one lane of traffic at all times on two lane roads and at least one lane in each direction on 4 or more lane roads, during the construction of this project. The Contractor shall also maintain areas to entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused to the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

On two lane roads, the Contractor is to plan the work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

On four or more lane highways, there shall be no open holes in the pavement being used by the traveling public. Lane closures, if allowed, will be in accordance with the applicable standards, any staging details shown in the plans and other applicable contract documents.

The Contractor shall remove all equipment from the shoulders and medians after work hours.

No road closures or restrictions shall be permitted except those covered by the Traffic Control Highway Standards without written approval by the Engineer.

When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, nor interfere with, traffic.

Pavement Markings. Temporary pavement marking paint used on temporary or unfinished surfaces shall be maintained to the highest degree of visibility and reflectivity and on long term projects shall be repainted when the temporary pavement marking shows signs of deterioration or at a minimum of every three (3) months and as directed by the Engineer at no additional cost and is considered as incidental to the cost of Traffic Protection.

Temporary pavement marking shall be applied as solid unbroken lines when used to delineate any pavement transition, turn lane transition and storage bay. Double yellow centerline shall be used across a bridge deck where the distance to be marked is less than 160 feet.

Temporary raised reflective bi-directional (amber) pavement markers (Section 781 and Article 1096.02 of the Standard Specifications) shall be used, and replaced when required, throughout a temporary by-pass detour pavement at no additional cost.

Method of Measurement. Delete: Article 701.19 Method of Measurement

Traffic Protection will not be measured for payment but shall include the furnishing, installing, maintaining, relocation and removal of traffic control devices required in the plans and these special provisions and all temporary pavement marking paint and tape lines, letters and symbols.

Basis of Payment. Delete: Article 701.20 Basis of Payment

This work will be paid for at the lump sum price for TRAFFIC PROTECTION, which price shall be payment in full for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices when required, such as signing, arrow boards, barricades, plastic drums, road closures, temporary pavement marking paint and tape lines and letters and symbols (Section 780 and Article 1095.02 of the Standard Specifications), temporary concrete barrier vertical panels and lights (Standard 701901), flexible delineators (Standard 701901), prismatic barrier reflectors (Sections 782 and 1097 of the Standard Specifications), temporary raised reflective pavement markers (Section 781 and Article 1096.02 of the Standard Specifications) and all traffic control devices indicated in the plans and specifications. The salvage value of all material removed (including existing traffic signs - when removal is required) shall be reflected in the bid price for this item.

Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for Traffic Protection, and no additional compensation will be allowed.

Payment Adjustments. The Engineer may require additional traffic control to be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications.

Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown in the contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for a Contractor requested modification.

In the event the sum total value of all the work items for which traffic protection is required is increased or decreased by more than ten percent (10%), the contract bid price for Traffic Protection will be adjusted as follows:

$$\text{Adjust contract price} = .25P + .75P [1 \pm (X - 0.1)]$$

Where "P" is the contract price for Traffic Protection



Where "X" = (Difference between original and final sum total value of all the work items for which protection is required) divided by (Original sum total value of all work items for which traffic protection is required)

The value of work items used in calculating the increase or decrease will include only items which have been added to or deducted from the contract under Article 104.02 of the Standard Specifications and only items which require use of Traffic Protection.

In the event the Department cancels or alters any portion of the contract which results in elimination or noncompletion of any portion of the work, payment for partially completed work will be made in accordance with Article 109.06 of the Standard Specifications.

## PAVEMENT REHABILITATION BY HOT IN-PLACE RECYCLING

Effective: July 11, 2003

Revised: May 5, 2014

**Description:** This work shall consist of rehabilitating an HMA pavement surface by heating, scarifying using flexible tines for a specified depth, rejuvenating, remixing, reshaping, screeding, and recompacting the existing surface. The completed, recycled mat is to serve as the leveling surface.

### CONSTRUCTION REQUIREMENTS

**General:** The Department may conduct some advanced testing, to determine the asphalt cement content (AC) in the existing pavement. The Engineer may make available to the Contractor the results of advanced testing.

The entire surface to be rehabilitated shall be free of water, earth, and foreign material. All base failures shall be repaired prior to the hot in-place recycling according to Section 358. All raised reflective pavement markers and thermoplastic pavement markings shall be removed, prior to the recycling operation. Recycling work shall be performed only when the temperature in the shade is at least 45 °F (7 °C) and the forecast are for rising temperatures.

**Equipment and Construction Requirements:** The surface of the existing pavement shall be heated with continuously moving radiant type heater(s) to allow the pavement to be scarified, without fracturing of aggregate. The pavement shall be scarified to a minimum depth of 3/4 inch (20 mm). This will yield approximately a weight of 9 lb/sq ft (48 kg/sq m) of loose material. Heat shall be applied under an enclosed or shielded hood and shall extend at least 6 inches (150 mm) beyond the width of recycling on both sides. After heating, the scarification shall dislodge but not fracture aggregate to the specified depth. The heating and scarification operation shall not exceed a forward speed of 25 ft (8 m) per minute. When a recycling pass is being made adjacent to a previously recycled mat, the longitudinal recycling seam shall extend at least 4 inches (100 mm) into the previously recycled mat.

A rejuvenating agent, approved by the Department, shall be applied at the rate of 0.10 gal/sq yd (0.5 L/sq m) either before the scarification or into the mixing device. The rate of application shall be automated to maintain the specified application rate in relation to the operating speed of the recycling machine. The machine shall include equipment and instrumentation to monitor and report the rate of application of the rejuvenating agent. The Engineer will verify the application rate of the rejuvenating agent and shall verify the amount of gallons (liters) used. The Engineer may adjust the rate of the rejuvenating agent if the existing pavement condition warrants.

Immediately after scarifying and mixing, the mixture shall be leveled. The spreading and finishing section of the recycling machine shall be capable of spreading and finishing the surface in lane widths. The screed shall effectively produce a uniform finished surface without tearing, shoving, or gouging of the mix.

The process, either with individual machines or with a self-contained recycling machine shall protect or supplement the heat of the mixture to provide mixture behind the screed with a minimum temperature range of 220 to 320 °F (105 to 160 °C). The mixture shall be compacted by a pneumatic roller for breakdown meeting requirements of Article 1101.01(c) and finish roller

meeting requirement of Article 1101.01(e). The density of the finished surface shall be to the satisfaction of The Engineer.

Determination of the actual depth and weight of milled surface shall be as follows:

- At locations determined by The Engineer, a ring test shall be performed, by the contractor and witnessed by The Engineer, directly behind the recycling paving train, and before the breakdown roller has passed the specified location.
- A metal ring of known internal area (1 sq ft (0.1 sq m) suggested), and with sufficient rigidity to penetrate the loosened material shall then be pushed into the loosened mat.
- The loosened material within the ring shall be removed with a small scoop and a brush.
- The removed material shall be weighed, and the pounds per square foot (kilograms per square meter) of recycled material shall be calculated.
- This process shall be performed on site for each 1/4 mile (0.4 km) of each lane.
- Once a ring test is determined, the material shall be replaced and the test area shall be struck level before any roller passes.
- Should a ring test yield less than 9 lb/sq ft (44 kg/sq m) the contractor shall take cores at locations determined by The Engineer, to determine the recycled mat thickness.
- The Engineer may, and the Contractor shall monitor the recycling thickness on an ongoing basis by probing or by other means. If at any time the required recycling thickness is not being met, the contractor shall take corrective actions. If the variation from the target recycling thickness and/or mixture properties is excessive or goes uncorrected, the Engineer reserves the right to suspend operations until the probable cause(s) of the deficiencies are corrected.

Method of Measurement. The recycling process will be measured for payment in place and the area computed in square yards (square meters). The rejuvenating agent will be measured for payment in gallons (liters) in accordance with the applicable portions of Section 1032.

All thermoplastic pavement marking removal and raised reflective pavement marker removal will be measured and paid for according to Section 703 or Section 783.

Basis of Payment. This work will be paid for at the contract unit price per square yard (square meter) for HOT IN-PLACE RECYCLING and per gallon (liter) for ASPHALT REJUVENATING AGENT.

**HOT MIX ASPHALT – PRIME COAT (BDE)**

Effective: November 1, 2014

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

“Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

Application	Bituminous Material Types
Prime Coat on Brick, Concrete, or HMA Bases	SS-1, SS-1h, SS-1hP, SS-1vh, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hp, CRS-1, CRS-2, HFE-90, RC-70
Prime Coat on Aggregate Bases	MC-30, PEP”

Add the following to Article 406.03 of the Standard Specifications.

- “(i) Vacuum Sweeper ..... 1101.19  
 (j) Spray Paver ..... 1102.06”

Revise Article 406.05(b) of the Standard Specifications to read:

“(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).

- (1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

Type of Surface to be Primed	Residual Asphalt Rate lb/sq ft (kg/sq m)
Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-Milled Concrete & Tined Concrete	0.05 (0.244)
Fog Coat between HMA Lifts, IL-4.75 & Brick	0.025 (0.122)

The bituminous material for the prime coat shall be placed one lane at a time. If a spray paver is not used, the primed lane shall remain closed until the prime coat is

fully cured and does not pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

- (2) Aggregate Bases. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface of 0.25 lb/sq ft  $\pm$  0.01 (1.21 kg/sq m  $\pm$  0.05).

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or four hours for PEP. Pools of prime occurring in the depressions shall be broomed or squeegeed over the surrounding surface the same day the prime coat is applied.

The base shall be primed 1/2 width at a time. The prime coat on the second half/width shall not be applied until the prime coat on the first half/width has cured so that it will not pickup under traffic.

The residual asphalt rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2000 tons (1800 metric tons) of HMA will be placed. The test will be according to the "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, and all areas where the pickup occurred shall be repaired.

If after five days, loss of prime coat is evident prior to covering with HMA, additional prime coat shall be placed as determined by the Engineer at no additional cost to the Department."

Revise the last sentence of the first paragraph of Article 406.13(b) of the Standard Specifications to read:

"Water added to emulsified asphalt, as allowed in Article 406.02, will not be included in the quantities measured for payment."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering prime coat will not be measured for payment."

Revise the first paragraph of Article 406.14 of the Standard Specifications to read:

**"406.14 Basis of Payment.** Prime Coat will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT), or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)."

Revise Article 407.02 of the Standard Specifications to read:

**"407.02 Materials.** Materials shall be according to Article 406.02, except as follows.

Item	Article/Section
(a) Packaged Rapid Hardening Mortar or Concrete .....	1018"

Revise Article 407.06(b) of the Standard Specifications to read:

"(b) A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b)."

Delete the second paragraph of Article 407.12 of the Standard Specifications.

Revise the first paragraph of Article 408.04 of the Standard Specifications to read:

**"408.04 Method of Measurement.** Bituminous priming material will be measured for payment according to Article 406.13."

Revise the first paragraph of Article 408.05 of the Standard Specifications to read:

**"408.05 Basis of Payment.** This work will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT) or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) and at the contract unit price per ton (metric ton) for INCIDENTAL HOT-MIX ASPHALT SURFACING."

Revise Article 1032.02 of the Standard Specifications to read:

**"1032.02 Measurement.** Asphalt binders, emulsified asphalts, rapid curing liquid asphalt, medium curing liquid asphalts, slow curing liquid asphalts, asphalt fillers, and road oils will be measured by weight.

A weight ticket for each truck load shall be furnished to the inspector. The truck shall be weighed at a location approved by the Engineer. The ticket shall show the weight of the empty truck (the truck being weighed each time before it is loaded), the weight of the loaded truck, and the net weight of the bituminous material.

When an emulsion or cutback is used for prime coat, the percentage of asphalt residue of the actual certified product shall be shown on the producer's bill of lading or attached certificate of analysis. If the producer adds extra water to an emulsion at the request of the purchaser, the amount of water shall also be shown on the bill of lading.

Payment will not be made for bituminous materials in excess of 105 percent of the amount specified by the Engineer."

Add the following to the table in Article 1032.04 of the Standard Specifications.

"SS-1vh	160-180	70-80
RS-1, CRS-1	75-130	25-55"

Add the following to Article 1032.06 of the Standard Specifications.

"(g) Non Tracking Emulsified Asphalt SS-1vh shall be according to the following.

Requirements for SS-1vh			
Test		SPEC	AASHTO Test Method
Saybolt Viscosity @ 25C,	SFS	20-200	T 72
Storage Stability, 24hr.,	%	1 max.	T 59
Residue by Evaporation,	%	50 min.	T 59
Sieve Test,	%	0.3 max.	T 59
Tests on Residue from Evaporation			
Penetration @25°C, 100g., 5 sec., dmm		20 max.	T 49
Softening Point,	°C	65 min.	T 53
Solubility,	%	97.5 min.	T 44
Orig. DSR @ 82°C,	kPa	1.00 min.	T 315"

Revise the last table in Article 1032.06(f)(2)d. of the Standard Specifications to read:

"Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, SS-1vh	Prime or fog seal
PEP	Bituminous surface treatment prime
RS-2, HFE-90, HFE-150, HFE- 300, CRSP, HFP, CRS-2, HFRS-2	Bituminous surface treatment
CSS-1h Latex Modified	Microsurfacing"

Add the following to Article 1101 of the Standard Specifications.

**"1101.19 Vacuum Sweeper.** The vacuum sweeper shall have a minimum sweeping path of 52 in. (1.3 m) and a minimum blower rating of 20,000 cu ft per minute (566 cu m per minute)."

Add the following to Article 1102 of the Standard Specifications:

**"1102.06 Spray Paver.** The spreading and finishing machine shall be capable of spraying a rapid setting emulsion tack coat, paving a layer of HMA, and providing a smooth HMA mat in one pass. The HMA shall be spread over the tack coat in less than five seconds after the

application of the tack coat during normal paving speeds. No wheel or other part of the paving machine shall come into contact with the tack coat before the HMA is applied. In addition to meeting the requirements of Article 1102.03, the spray paver shall also meet the requirements of Article 1102.05 for the tank, heating system, pump, thermometer, tachometer or synchronizer, and calibration. The spray bar shall be equipped with properly sized and spaced nozzles to apply a uniform application of tack coat at the specified rate for the full width of the mat being placed."

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## RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)

Effective: November 1, 2012

Revise: January 2, 2015

Revise Section 1031 of the Standard Specifications to read:

### **"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES**

**1031.01 Description.** Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
  - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
  - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

**1031.02 Stockpiles.** RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP or FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present.

However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of type 1 RAS with type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to

improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be maintained by project contract number and kept for a minimum of three years.

**1031.03 Testing.** FRAP and RAS testing shall be according to the following.

(a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.

- (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
- (2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.
- (3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample of FRAP, shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

(b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.

- (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a  $\leq 1000$  ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as

designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

- (2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The Contractor shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

**1031.04 Evaluation of Tests.** Evaluation of tests results shall be according to the following.

- (a) Evaluation of FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag),  $G_{mm}$ . A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

Parameter	FRAP
No. 4 (4.75 mm)	$\pm 6 \%$
No. 8 (2.36 mm)	$\pm 5 \%$
No. 30 (600 $\mu\text{m}$ )	$\pm 5 \%$
No. 200 (75 $\mu\text{m}$ )	$\pm 2.0 \%$
Asphalt Binder	$\pm 0.3 \%$
$G_{mm}$	$\pm 0.03$ <sup>1/</sup>

- 1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The Contractor shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

- (b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.5 %
Asphalt Binder Content	± 2.0 %

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

- (c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits.

Test Parameter	Acceptable Limits of Precision	
% Passing: <sup>1/</sup>	FRAP	RAS
1 / 2 in.	5.0%	
No. 4	5.0%	
No. 8	3.0%	4.0%
No. 30	2.0%	3.0%
No. 200	2.2%	2.5%
Asphalt Binder Content	0.3%	1.0%
G <sub>mm</sub>	0.030	

1/ Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

- (d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor's quality control by the assurance process.

#### **1031.05 Quality Designation of Aggregate in RAP and FRAP.**

- (a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
- (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
- (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative

sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

**1031.06 Use of FRAP and/or RAS in HMA.** The use of FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

(a) FRAP. The use of FRAP in HMA shall be as follows.

- (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.

(b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.

(c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

When FRAP is used alone or FRAP is used in conjunction with RAS, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

Max Asphalt Binder Replacement for FRAP with RAS Combination

HMA Mixtures <sup>1/2/</sup>	Maximum % ABR		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified <sup>3/</sup>
30L	50	40	10
50	40	35	10
70	40	30	10
90	40	30	10 <sup>4/</sup>
4.75 mm N-50			30
SMA N-80			20

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 percent or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ For polymerized surface mix used for overlays, with up to 10 percent ABR, an SBS PG70-22 will be required. However if used in full depth HMA, an SBS PG70-28 will be required.

**1031.07 HMA Mix Designs.** At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.



- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

**1031.08 HMA Production.** HMA production utilizing FRAP and/or RAS shall be as follows.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS and FRAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

- (a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within  $\pm 0.5$  percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.

- g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
- i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
- j. Accumulated mixture tonnage.
- k. Dust Removed (accumulated to the nearest 0.1 ton)

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- e. RAS and FRAP weight to the nearest pound (kilogram).
- f. Virgin asphalt binder weight to the nearest pound (kilogram).
- g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

**1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders.** The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications"
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5mm) sieve. The RAP material shall be reasonably well graded from coarse to

fine. RAP material that is gap-graded, FRAP, or single sized will not be accepted for use as Aggregate Surface Course and Aggregate Shoulders."

STATE OF ILLINOIS  
SPECIAL PROVISIONS

The following Special Provisions supplement the "*Standard Specifications for the Road and Bridge Construction*" adopted January 1, 2012, the "*Supplemental Specifications and Recurring Special Provisions*", adopted January 1, 2015 (as indicated on the check sheet included herein) and the latest edition of the "*Illinois Manual on Uniform Traffic Control Devices for Streets and Highways*" and the "*Manual of Test Procedures for Materials*" in effect on the date of invitations for bids. These Special Provisions included herein apply to and govern the proposed improvement designated as

**LEMONT TOWNSHIP  
2015 M.F.T. PROJECT**

**SCOPE OF WORK**

This project consists of the construction of a nominal 1½" of Hot-Mix Asphalt Surface Course, Mix "D", N50 and overlay with HMA Leveling Binder (Machine Method). In addition, Hot-In-Place (HIP) recycling of the pavement surface through the Heat Scarification method will be used at some locations. The project also includes the additional supplemental work associated with the above items including Butt Joints and Traffic Control.

The Highway Commissioner and the Engineer reserve the right to delete, decrease or increase the quantity of certain pay items. No additional compensation for the total contract will be allowed for any deletions or decreases in quantities.

**COOPERATION WITH UTILITIES (ARTICLE 105.07)**

This item shall comply with the requirements of Article 105.07 of the *Standard Specifications*, as modified herein:

The Contractor shall become familiar with the location of all utilities and structures that may be found in the vicinity of the construction. The Contractor shall conduct operations to avoid damage to the above-mentioned utilities and structures. Should any damages occur due to the Contractor's negligence, repairs shall be made at the Contractor's expense in a manner acceptable to the Engineer. The Contractor shall notify all utility owners of the construction schedule and shall coordinate construction operations with the utility owners so that relocation of utility lines and structures may proceed in an orderly manner.

Notifications shall be in writing with copies transmitted to the Engineer.

The Contractor will request all utility owners to field locate their facilities that may interfere with construction operations in both horizontal and vertical alignment. The utility owners are to be given reasonable notice by the Contractor before field location is required.

The work to be constructed may cross, be over or be adjacent to facilities of the following entities (this listing is not to be considered complete):

Electric – ComEd

Telephone – SBC

Gas – Nicor

Cable TV – Comcast

Water, sewer – Cook County

Township Roads – Lemont Township  
Highway Dept.

At least 72 hours notice will be given by the Contractor to all State, County, Township and Village departments, public service companies, corporations and property owners whose pipes, tracks, wires, conduits or other structures that may be affected by the work in order that they may protect, adjust, remove or rebuild them, or take such measures as they may desire, to minimize inconvenience. The Contractor will also notify the Chief of the Fire Department for the area affected 72 hours in advance of any temporary blocking of any street.

In the event that a utility has been disturbed due to the Contractor's work, the Contractor shall be responsible to notify the proper utility owner.

#### **PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION**

All existing drainage structures are to be kept free of any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the Contract. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense and no extra compensation will be allowed.

The Contractor shall take all necessary precautions when working near or above existing sewers in order to protect the pipes during construction from any damage resulting from these operations. Existing sewer damaged because of non-compliance with this provision shall be replaced as directed by the Engineer in accordance with Section 550 of the *Standard Specifications* at the Contractor's own expense and no extra compensation will be allowed.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the Plans, the Contractor shall so inform the Engineer who shall direct the work necessary to maintain or to replace the facilities in service and to protect them from damage during construction if they are to be maintained. Existing facilities to be maintained that are damaged because of non-compliance with this provision shall be replaced at the Contractor's own expense. Should the Engineer direct the replacement of a facility, the necessary work and payment shall be done in accordance with Section 550, 601 and

Article 104.02, respectively, of the *Standard Specifications*.

#### **PUBLIC CONVENIENCE AND SAFETY (ARTICLE 107.09)**

This item shall comply with the requirements of Article 107.09 of the *Standard Specifications*, as modified herein:

In order to minimize inconvenience to local residents, strict adherence to this article will be required: Arrangements must be made with Lemont Township Highway Department for adequate notice to residents regarding parking prohibitions during construction. A minimum of 72 hours notice is required. Access through the construction area and to each driveway shall be provided at all times.

In case of temporary road closures, the Contractor shall notify all affected Fire Protection Districts, Law Enforcement Agencies, Governmental Agencies and School Districts at least 72 hours prior to said road closure. The Contractor shall insure that the road is in passable condition at the end of the day.

#### **MAINTENANCE OF TRAFFIC (ARTICLE 107.14)**

This item shall comply with the requirements of Article 107.14 of the *Standard Specifications*, as modified herein:

The Contractor shall obtain, erect, maintain and remove all signs, barricades, flashers, cones, snow fencing, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic and the public. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and the Township and in accordance with the applicable parts of Article 107.14 of the *Standard Specifications* and the *Illinois Manual on Uniform Traffic Control Devices for Streets and Highways* and to the following:

All signage is to be in place prior to the beginning of construction operations. All construction operations shall be conducted in a manner to insure the minimum hindrance to traffic using the road in the area of the project.

In no case shall the pavement be closed to traffic during non-working hours by excavating outside the limits of the pavement, by waste materials, by equipment or other operations. The traveled portion of the pavement shall not be blocked by loading, backfilling or hauling equipment.

The pavement must be kept clean at all times. If conditions warrant, the pavement shall be swept at or near the end of the day to the satisfaction of the Engineer.

At the pre-construction meeting the Contractor shall furnish the name, address and telephone number of an individual in direct employ who is to be responsible for the installation and maintenance of the Traffic Control for this project. This person shall be available on 24-hour call to respond to emergencies involving the construction site. This employee shall have the ability and capacity to operate the necessary equipment to

provide for the safety of the public. If the actual installation and maintenance are to be accomplished by a subcontractor consent shall be requested of the Engineer at the time of the pre-construction meeting in accordance with Article 108.01 of the *Standard Specifications*. This shall not relieve the Contractor to the foregoing requirement for a responsible individual in direct employ to supervise this work.

Failure to comply with these provisions shall be considered just cause for the Engineer to suspend work, by written notice, until these provisions are complied with.

All traffic protection will be considered as included in the unit prices bid for the Contract and will not be paid for separately.

#### **PROTECTION AND RESTORATION OF PROPERTY (ARTICLE 107.20)**

This item shall comply with the requirements of Article 107.20 and Sections 729 and 730 of the *Standard Specifications*, as modified herein:

The Contractor shall take care to protect all mailboxes along the route of construction. Should it be necessary to remove any mailboxes during construction, as directed by the Engineer, the Contractor shall contact the Postmaster to determine the proper locations of the mailboxes.

The Contractor shall take care to protect all signs along the route of construction. Should it be necessary to relocate any of these signs during the construction the Contractor shall contact the Engineer to determine the proper location for the signs.

The cost of all materials required and all labor necessary to comply with the above Provisions will not be paid for separately, but shall be considered as included in the unit prices bid for the Contract and no additional compensation will be allowed.

#### **NOTIFICATION TO ENGINEER**

The Contractor shall notify Cook County and the Lemont Township Highway Commissioner at least forty-eight (48) hours prior to the commencement of any work. Limits of construction shall be laid out in conjunction with the Engineer.

All material must be approved by the State of Illinois, and certified inspection tickets shall be furnished to the Engineer.

#### **SCHEDULING OF WORK**

The Lemont Township Highway Department has a policy of informing all homeowners in advance of priming and paving operations.

The Contractor will be required to furnish a preliminary schedule for the area(s) to be paved. A final schedule for the area(s) should be given to the Township approximately one (1) week prior to construction.

All work shall be completed within thirty (30) working days from the awarding of the Contract, otherwise penalties shall be assessed the Contractor as provided for in Article 108.09 of the *Standard Specifications*.

#### **PROTECTION OF EXISTING PLANT MATERIAL (ARTICLE 201.05)**

This item shall be performed in accordance with the applicable parts of Article 201.05 of the *Standard Specifications*, with the following exceptions:

No trees shall be removed under this Contract. Overhanging limbs are to be trimmed or cut off to provide sufficient clearance for all equipment used on this project, including raised dump trucks. Limb pruning shall be performed by a licensed tree expert and shall be undertaken in advance of construction. All limbs, branches and other debris resulting from this work shall be disposed of by the Contractor according to Article 202.03.

The intent of these requirements is to prevent damage to parkway trees caused by construction equipment and contamination of the bituminous materials from branches and leaves.

The cost of this work shall not be paid for separately but shall be considered as included in the unit prices bid for the Contract and no additional compensation will be allowed.

#### **PRIVATE ENTRANCES, ROAD APPROACHES, & MAILBOX TURNOUTS**

The approaches of intersecting roads and private entrances shall be provided with a 3- foot tapered lip of Bituminous Concrete Surface Course with the exception of the roads and concrete driveways where butt joints have been milled, as provided for in Article 440.03. The limit of approach for private entrances (asphalt driveways) shall be marked in paint by the Engineer. The Contractor shall provide a tapered lip of Bituminous Concrete Surface Course to the paint mark. In most cases, the paint mark will be three (3) to five (5) feet from edge of road. The maximum limit of approach shall be to the right-of-way line. Driveway approaches must be paved at the same time as the streets and roadways.

All mailbox turnouts shall be paved flush with the road surface. Size, shape and depth of mailbox turnouts shall be determined by existing field conditions and as determined by the Engineer.

Measurement and payment for work on private entrances, approaches and mailbox turnouts shall be paid at the contract unit price per ton of HOT MIX ASPHALT SURFACE COURSE, MIX "D", N50.



## **PROOF ROLLING**

When required by the Engineer, typically after any removal and before resurfacing is begun, the contractor will conduct a proof roll on all streets as directed by the Engineer. The test vehicle for proof rolling will consist of a tandem axle truck loaded to a minimum gross weight of 40,000 lb.

The proof roll will be witnessed by the Contractor, Engineer and the material testing technician. The Engineer will mark out areas of patching or other remediation. All future remediation will be based on this proof roll.

Proof rolling will not be paid for separately and is considered incidental to the cost of completing the project.

## **HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50**

These items shall comply with the requirements of Section 406 of the *Standard Specifications*, as modified herein:

Resurfacing work shall consist of the construction of a nominal  $\frac{3}{4}$ " bituminous leveling binder scratch course (as specified and where necessary to produce a normal crown and a proper surface for ARCC placement) and a  $1\frac{1}{2}$ " bituminous surface course on all streets. A maximum of 15% recycled materials will be permitted in the Hot-Mix Asphalt Surface Course.

The mix design shall conform to the detail provided on the Typical Cross Section found after these Special Provisions.

**Basis of Payment:** The payment for these items shall be made at the contract unit price per ton (TN) for HMA LEVELING BINDER (MACHINE METHOD), IL-4.75, N50 and HOT MIX ASPHALT SURFACE COURSE, MIX "D", N50.

## **BITUMINOUS SURFACE REMOVAL - BUTT JOINT (ARTICLE 406.18)**

This item shall consist of constructing a butt joint (and maintaining a satisfactory transition between pavement being replaced and pavement remaining in place) at the beginning and end of each roadway section, certain intersections and side roads designated by the Engineer (see list following Special Provisions). The work will be done in accordance with Section 440 of the *Standard Specifications*, as modified herein:

The Contractor shall saw a joint between pavement remaining and pavement being replaced to a minimum depth of  $1\frac{1}{2}$ ". This work shall be done in such a manner that a straight joint will be created. The butt joint shall be twelve feet (12') in width on roadways being resurfaced and six feet (6') at intersecting roadways.

Should any pavement be damaged by removal operations sufficient to warrant replacement, in the Engineer's judgement, the Contractor will replace the damaged area at the Contractor's own expense.

Method of Measurement: The surface removal for butt joints will be measured for payment in place and the area computed in square yards (SY).

Basis of Payment: The work will be paid for at the contract unit price per square yard (SY) of BITUMINOUS SURFACE REMOVAL - BUTT JOINT. All work associated with this task including but not limited to saw cuts, removal and legal disposal of the material, are considered incidental to the cost of the pay item.

#### **BITUMINOUS SURFACE REMOVAL – DRIVEWAY BUTT JOINT (ARTICLE 406.18)**

This item shall consist of constructing a butt joint (and maintaining a satisfactory transition between pavement being replaced and pavement remaining in place) at bituminous or concrete driveways designated by the Engineer (see list following Special Provisions). The work will be done in accordance with Section 440 of the *Standard Specifications*, as modified herein:

The Contractor shall saw a joint between pavement remaining and pavement being replaced to a minimum depth of 1½". This work shall be done in such a manner that a straight joint will be created. The butt joint shall be a minimum of three feet (3') in width. When the butt joint is located at edge of road (i.e., a concrete driveway) the length of the butt joint should extend 5' from both edges of the drive in order to make a smoother transition for the main line paving work.

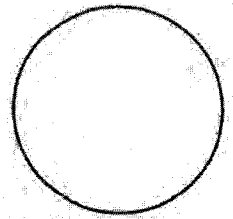
Should any pavement be damaged by removal operations sufficient to warrant replacement, in the Engineer's judgement, the damaged area will be replaced at the Contractor's cost.

Method of Measurement: The surface removal for butt joints will be measured for payment in place and the area computed in square yards (SY).

Basis of Payment: The work will be paid for at the contract unit price per square yard (SY) of BITUMINOUS SURFACE REMOVAL - DRIVEWAY BUTT JOINT. All work associated with this task including but not limited to saw cuts, removal and legal disposal of the material, are considered incidental to the cost of the pay item.



# STATE OF ILLINOIS COUNTY OF COOK



DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

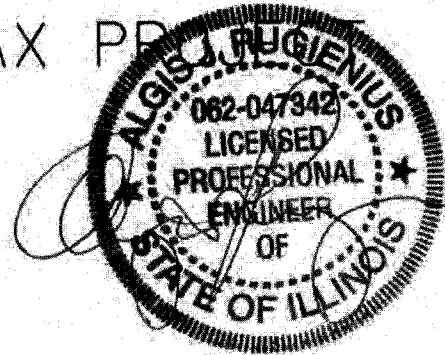
PLANS FOR THE IMPROVEMENT

OF

LEMONT TOWNSHIP

M.F.T. No. 15-14136-90-RS

2015 MOTOR FUEL TAX PROJECT



THE CONTRACTOR'S ATTENTION IS DIRECTED  
TO TELEPHONE J.U.L.I.E. 1-800-892-0123  
FOR UTILITY LOCATIONS.

NET LENGTH 10,222 FEET = 1.9 MILES

EXAMINED \_\_\_\_\_

LEMONT TOWNSHIP HIGHWAY COMMISSIONER

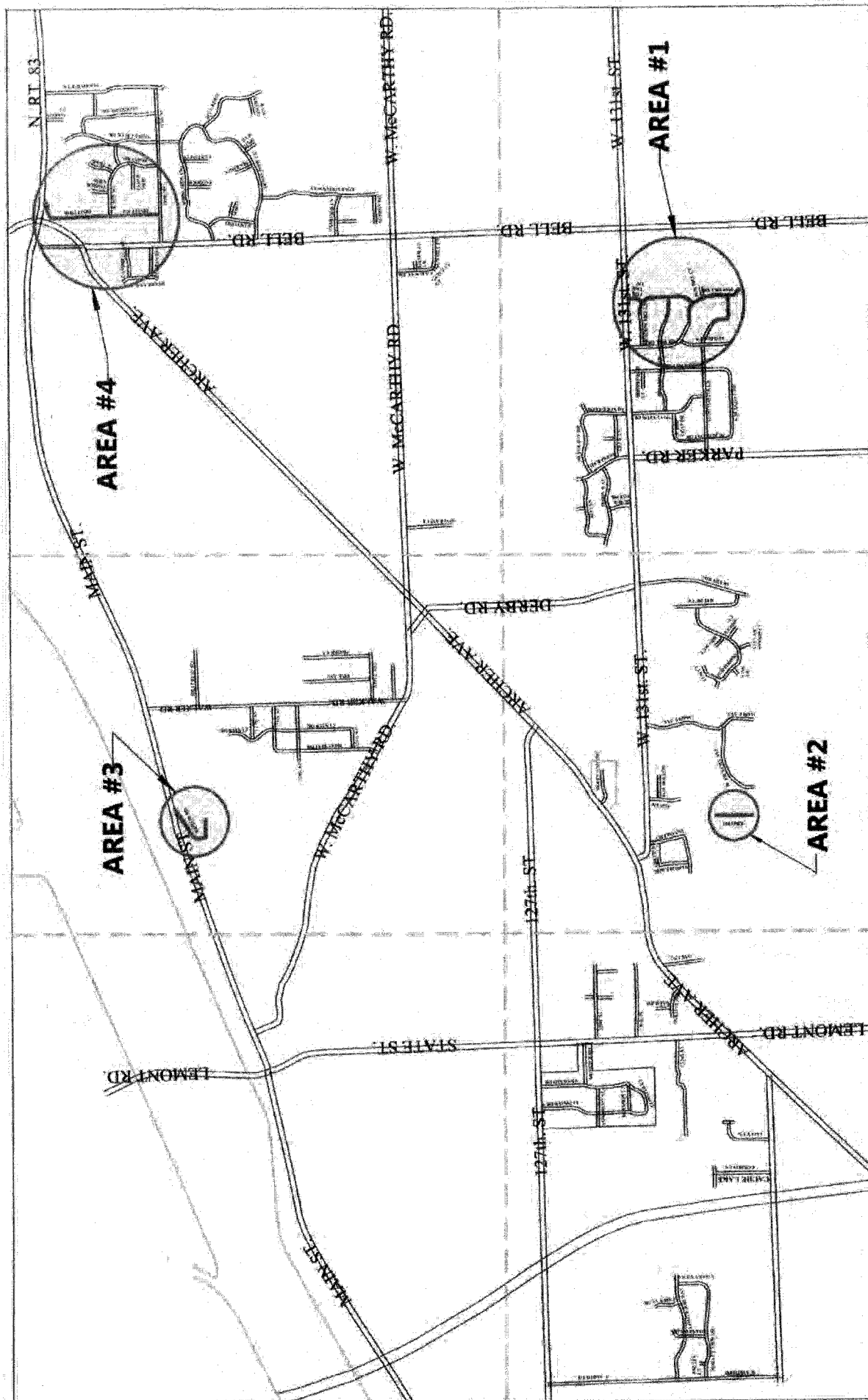
SUBMITTED \_\_\_\_\_

CHIEF ENGINEER OF DESIGN

APPROVED \_\_\_\_\_

COUNTY SUPERINTENDENT OF HIGHWAYS

SHEET NO. 1 OF



Drawing:

LOCATION MAP

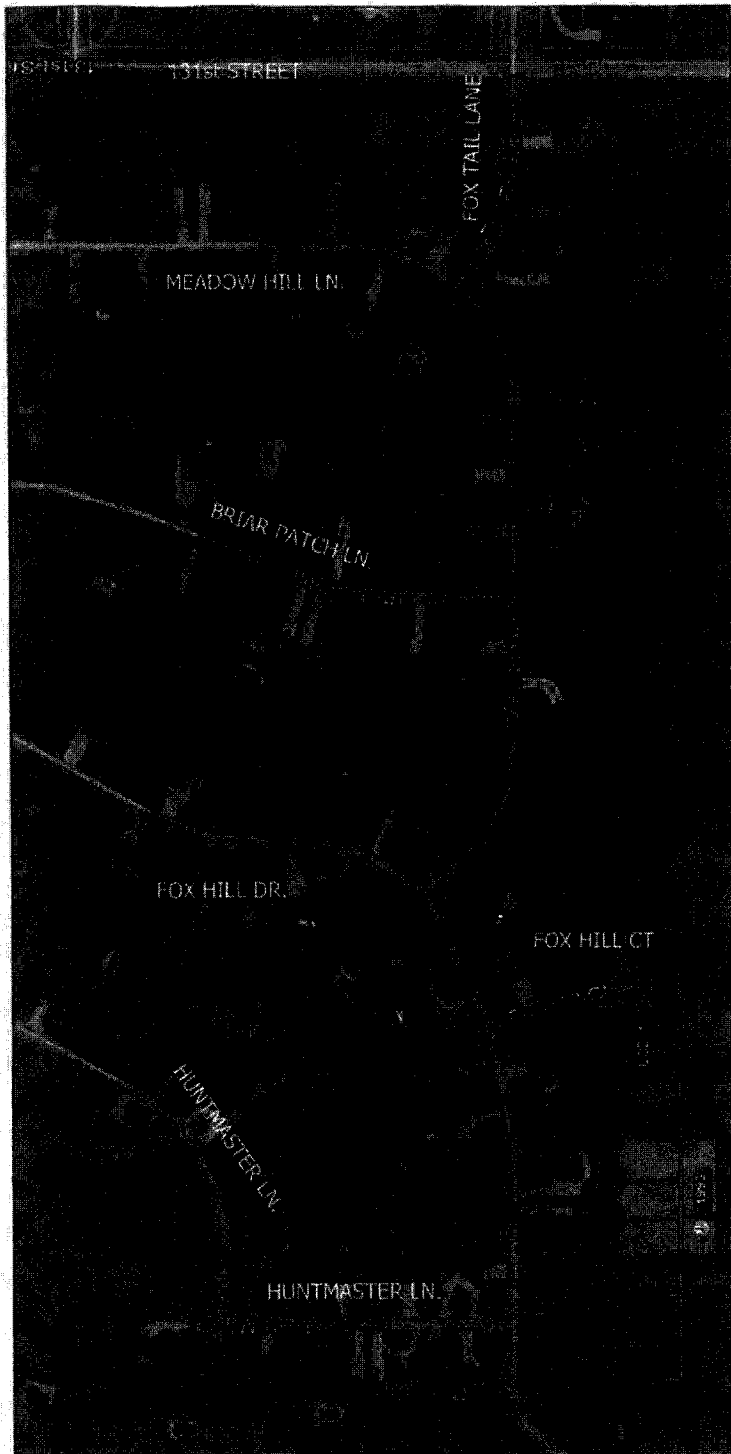
Date:

9-12-14

## 2015 MFT PROJECT - WORK AREAS

LEMONT TOWNSHIP HIGHWAY DEPARTMENT





## FOX POINTE SUBDIVISION FOX TAIL LANE

Northern Limit: 131st. ST.  
Southern Limit: MEADOW HILL LN.  
TOTAL LENGTH: 405 LF  
AVG. WIDTH: 25 LF

## MEADOW HILL LANE

Western Limit: 13195 Meadow Hill Ln.  
Southern Limit: FOX HILL DR.  
TOTAL LENGTH: 1,900 LF  
AVG. WIDTH: 25 LF

## BRIAR PATCH LANE

Western Limit: 13187 Briar Patch LN.  
Eastern Limit: MEADOW HILL LN.  
TOTAL LENGTH: 670 LF  
AVG. WIDTH: 25 LF

## FOX HILL DR.

Western Limit: 13331 Fox Hill Dr.  
Southern Limit: DEAD END  
TOTAL LENGTH: 1,719 LF  
AVG. WIDTH: 25 LF

## FOX HILL CT.

Western Limit: FOX HILL DR.  
Eastern Limit: CUL-DE-SAC  
TOTAL LENGTH: 260 LF  
AVG. WIDTH: 25 LF

## HUNTMASTER LANE

Western Limit: 13201 Huntmaster Ln.  
Eastern Limit: FOX HILL DR.  
TOTAL LENGTH: 990 LF  
AVG. WIDTH: 25 LF

WORK INCLUDES:  
SURFACE COURSE  
ROADWAY BUTT JOINTS  
DRIVEWAY BUTT JOINTS  
BIT. PRIME COAT  
HEAT SCARIFICATION

N



## 2015 MFT PROJECT AREA 1

LEMONT TOWNSHIP HIGHWAY DEPARTMENT

Drawing No.:

DWG.: 1 OF 4

Date:

9-16-14

# King Road

Northern Limit: DEAD END

Southern Limit: 135th. ST.


TOTAL LENGTH: 540 LF

AVG. WIDTH: 20 LF

## WORK INCLUDES:

SURFACE COURSE  
ROADWAY BUTT JOINTS  
DRIVEWAY BUTT JOINTS  
BIT. PRIME COAT



	<b>2015 MFT PROJECT AREA 2</b>	<i>Drawing No.:</i>  <b>DWG.: 2 OF 4</b>
	<b>LEMONT TOWNSHIP HIGHWAY DEPARTMENT</b>	<i>Date:</i>  <b>9-16-14</b>



## Kotlin Road

Northern Limit: MAIN ST.

Eastern Limit: PRIVATE RESIDENCE.

TOTAL LENGTH: 775 LF

AVG. WIDTH: 18 LF

AREA: 3,200 SF + 12,960 SF

= 16,160 SF

= 1,796 SY

WORK INCLUDES:

SURFACE COURSE

ROADWAY BUTT JOINTS

DRIVEWAY BUTT JOINTS

BIT. PRIME COAT



## 2015 MFT PROJECT AREA 3

LEMONT TOWNSHIP HIGHWAY DEPARTMENT

*Drawing No.:*

DWG.: 3 OF 4

*Date:*

9-16-14

# Dineff Road

Northern Limit: IL. RT. 83

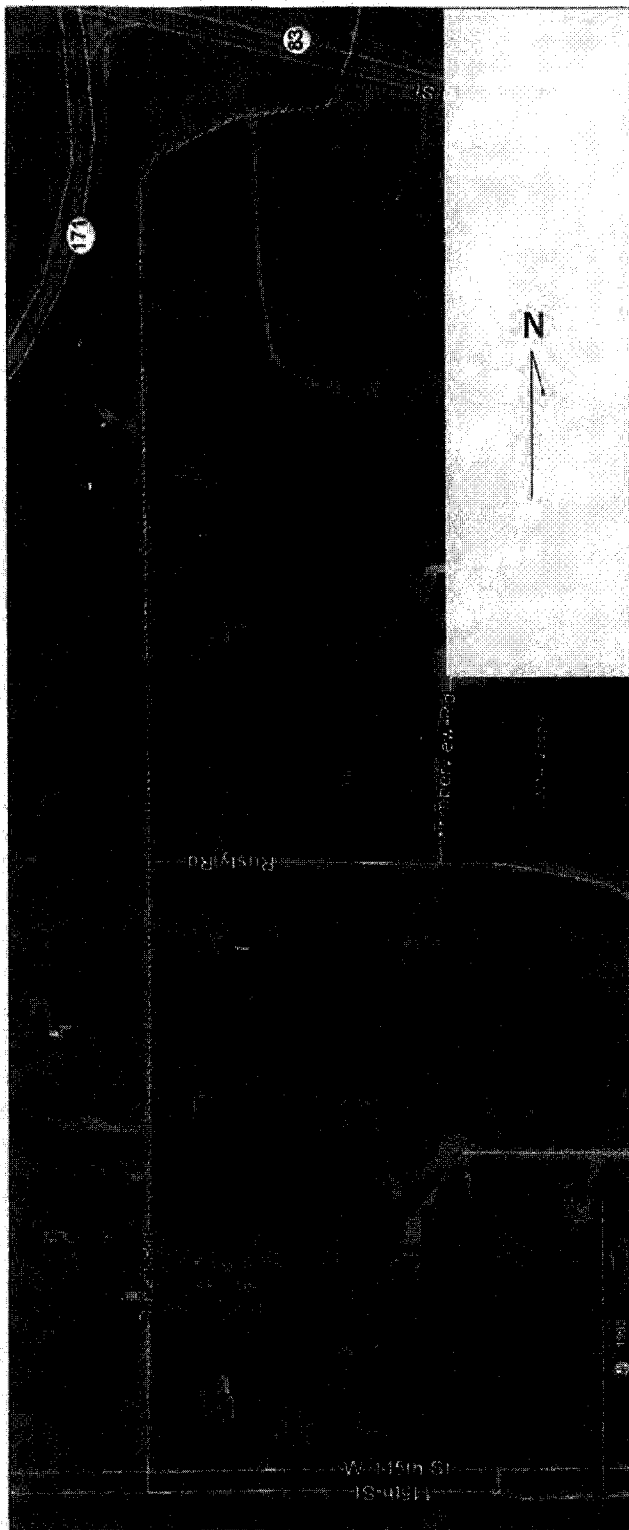
Southern Limit: 115th. ST.

TOTAL LENGTH: 2,963 LF

AVG. WIDTH: 23 LF

## WORK INCLUDES:

SURFACE COURSE  
ROADWAY BUTT JOINTS  
DRIVEWAY BUTT JOINTS  
BIT. PRIME COAT  
HEAT SCARIFICATION



## 2015 MFT PROJECT AREA 4

LEMONT TOWNSHIP HIGHWAY DEPARTMENT

*Drawing No.:*

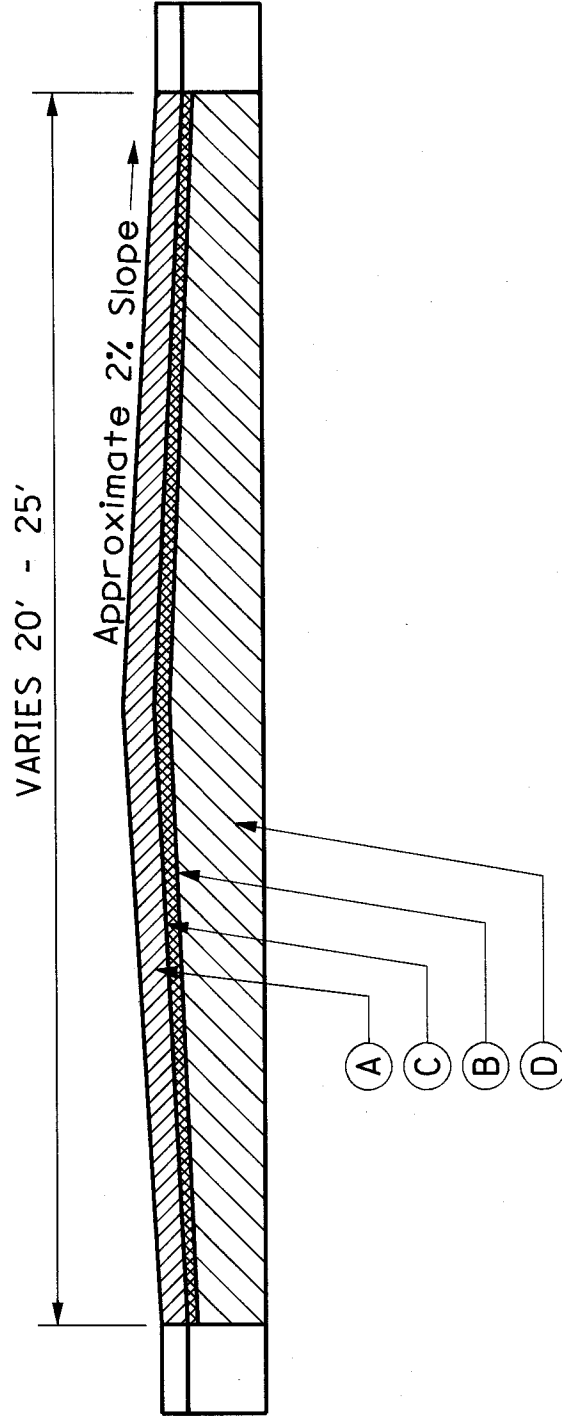
DWG.: 4 OF 4

*Date:*

9-16-14



- Ⓐ BITUMINOUS CONCRETE SURFACE COURSE (1.5")
- Ⓑ HOT IN-PLACE ASPHALT RECYCLING (1")
- Ⓒ LEVELING BINDER (WHERE SPECIFIED)
- Ⓓ EXISTING PAVEMENT



LEMONT TOWNSHIP  
2015 RESURFACING PROJECT

TYPICAL CROSS SECTION

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24' (600) from the edge of pavement.

Calculate L as follows

SPEED LIMIT		FORMULAS	
		English	Metric
40 mph (70 km/h) or less		$L \cdot \frac{V^2}{60}$ or $\frac{V^2}{150}$	$L \cdot \frac{V^2}{150}$
45 mph (80 km/h) or greater		$L(10N)$	$L(0.658N)$

W - Width of offset  
in feet (meters).S = Normal posted speed  
mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for 1/3 distance, and at 50' (15 m) centers through the remainder of the work area.

## **TYPICAL APPLICATIONS**

- Utility operations
- Culvert extensions
- Side slope changes
- Guardrail installation and maintenance
- Detector installation
- Lane-closing operations
- Shoulder repair
- Sign installation and maintenance

## **SYMBOLS**

## Work order

**Notes**

O Cone, drum or barricade

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCO.
1-1-13	Omitted text 'WORKERS' sign.

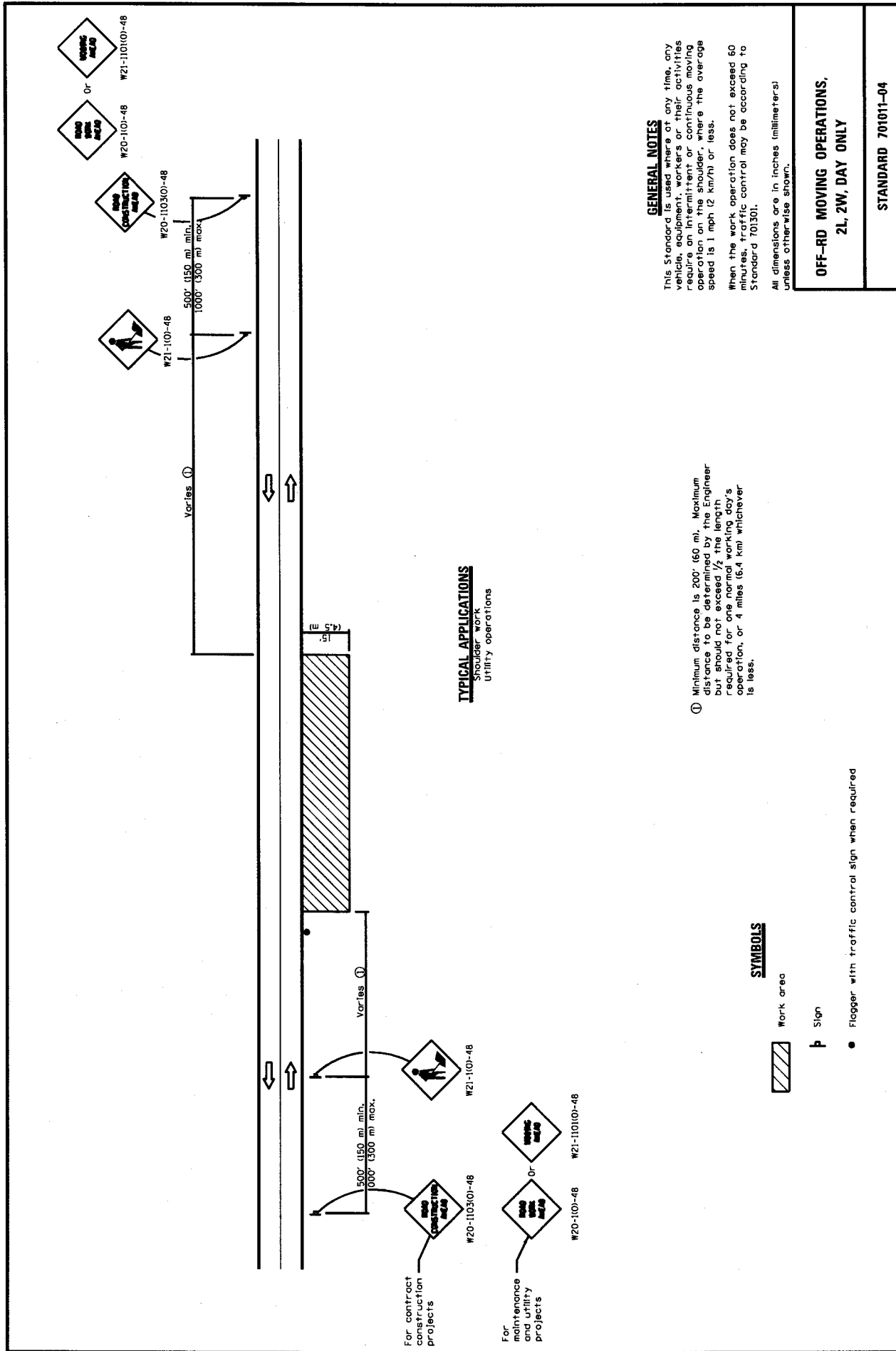
OFF-RD OPERATIONS, 2L, 2W,  
15' (4.5 m) TO 24" (600 mm)  
FROM PAVEMENT EDGE

STANDARD 701006-05

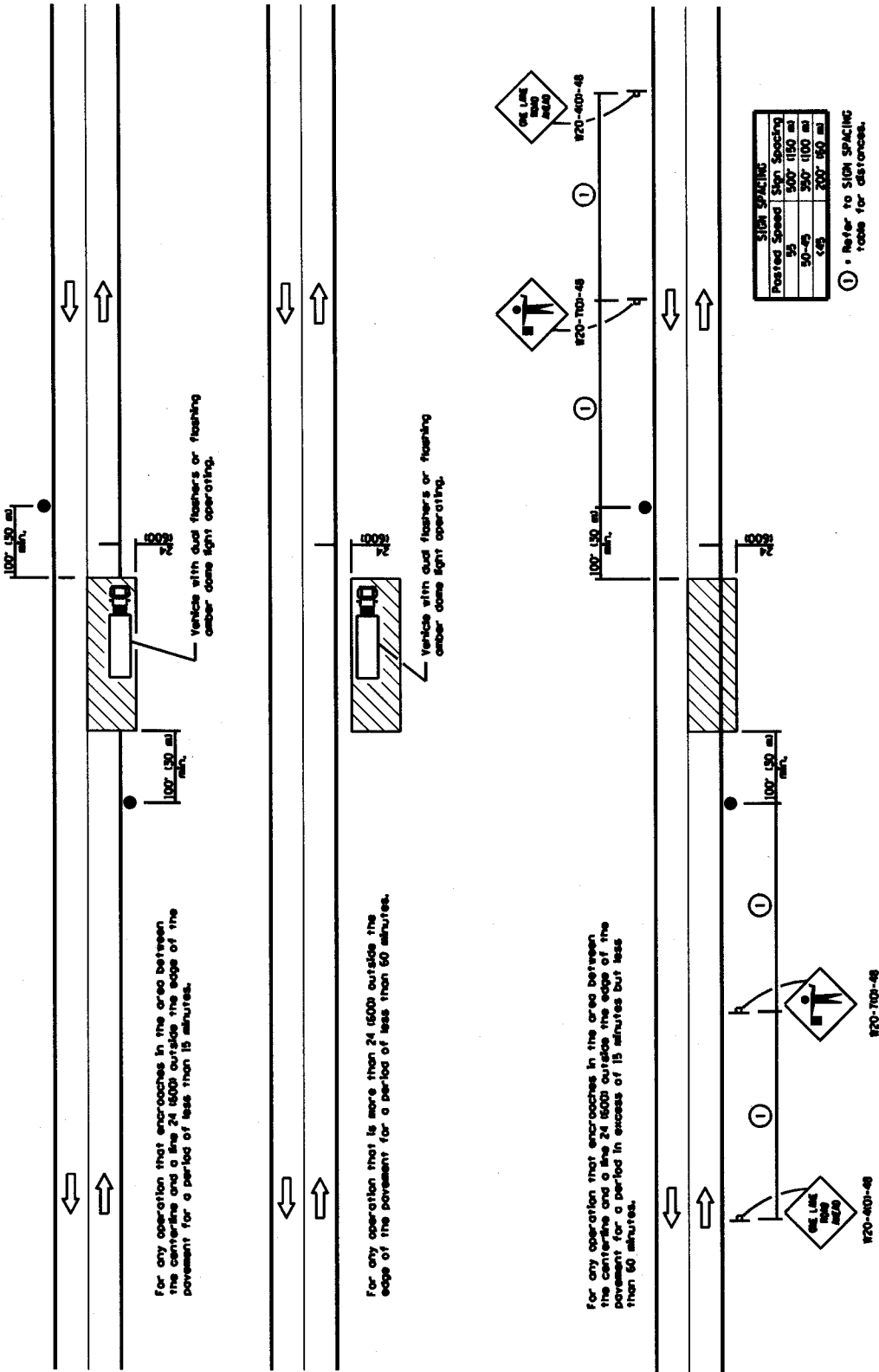
Illinois Department of Transportation

ISSUED 1-1-97

APPROVER James B. [Signature] JANUARY 1, 2014  
ENGINEER OF SAFETY ENGINEERING  
APPROVED [Signature] JANUARY 1, 2014



① Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but should not exceed 1/2 the length required for the normal working day's operation, or 4 miles (6.4 km) whichever is less.



All dimensions are in inches (millimeters) unless otherwise noted.

LANE CLOSURE, 2L, 2W,  
SHORT TIME OPERATIONS

STANDARD 701301-04

**SYMBOLS**

Work area

Sign on portable or permanent support

Flagger with traffic control sign

**TYPICAL APPLICATIONS**

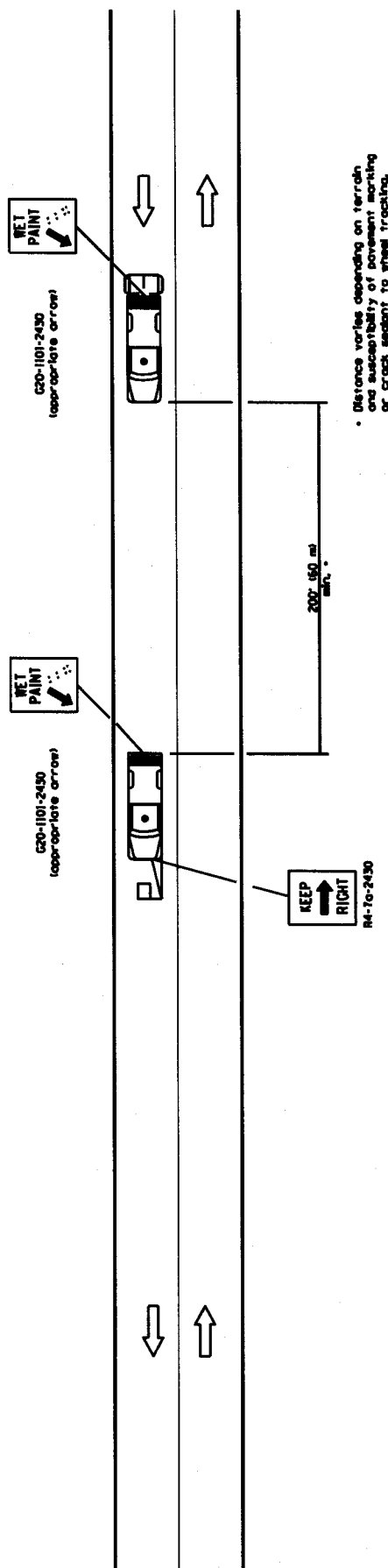
Working patches

Field survey

String line

Utility operations

Checking up curbs on pavement



## **TYPICAL APPLICATIONS**

- Landscaping work
- Utility work
- Pavement marking
- Seed spraying
- Roadometer measurements
- Debris cleanup
- Crack pouring

## **SYMBOLS**

**Arrow board Hazard Mode only)**



Truck with headlights, emergency flashers and flashing amber light, (visible from all directions)

18x18 (450x450) mm, orange flag

Use when guide wheel is used

## Truck mounted attenuator

## GENERAL NOTES

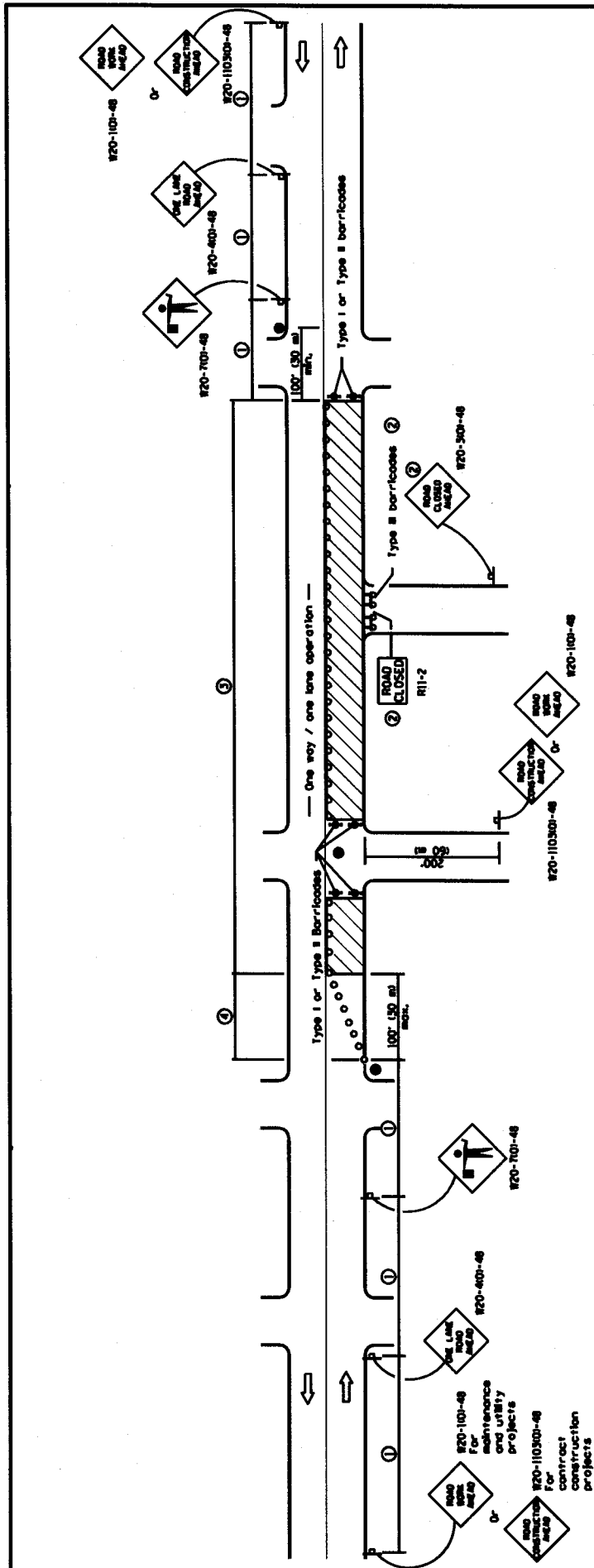
**GENERAL NOTES**

This Standard is used where any vehicle, equipment, workers or their activities will require a continuous moving operation where the average speed is greater than 3 mph (5 km/h).

For shoulder operations not encroaching on the pavement, use DETAIL A, Standard T01426.







**LANE CLOSURE 2L, 2W  
MOVING OPERATIONS--  
DAY ONLY**

STANDARD 701311-03

**SIGN SPACING**

SIGN SPEC INC	
Posted Speed	Sign Spacing
55	900' (150 m)
50-45	350' (100 m)
<45	200' (50 m)

## SYMBOLS

- |   |   |
|---|---|
|  | Work area   |
|  | Conc. drum or barricade<br>(not required for moving operations) |
|  | Sign on portable or permanent support                           |
|  | Flagger with traffic control sign                               |
|  | Barricade or drum with flashing light                           |
|  | Type III barricade with flashing lights                         |

① Refer to SIGN SPACING TABLE

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved alldread obscures.
- ③ Cones of 20' is all centers for 250' (78" additional cones may be placed at 50' all centers. When cones of Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' all centers.

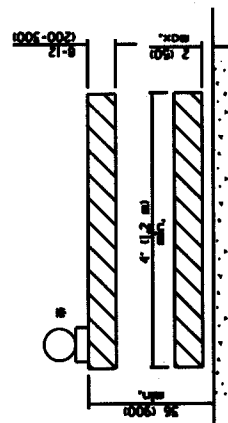
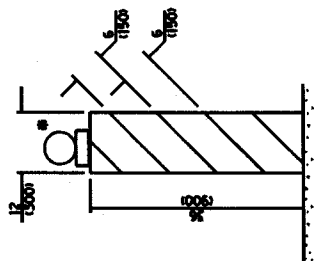
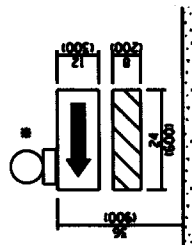
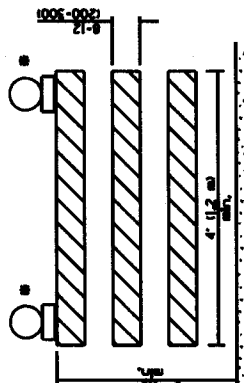
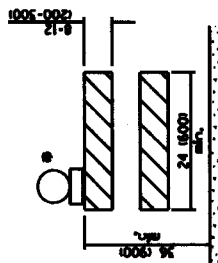
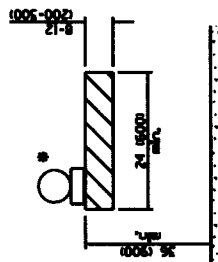
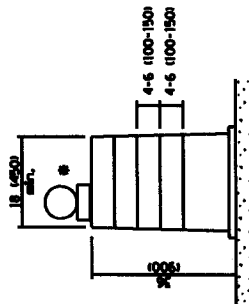
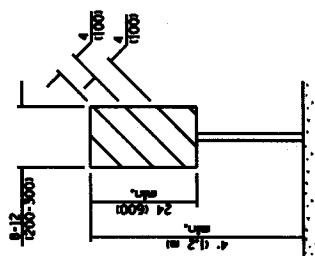
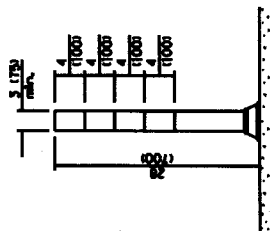
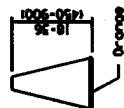
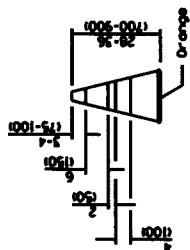
## GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

**URBAN LANE CLOSURE,  
2L, 2W, UNDIVIDED**

STANDARD 701501-06



**# Warning Signs (if required)**

## GENERAL NOTES

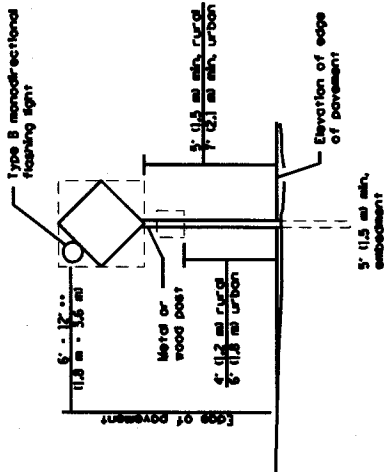
**ALL heights shown shall be measured above the pavement surface.**

All dimensions are in inches (millimeters) unless otherwise shown.

## TRAFFIC CONTROL DEVICES

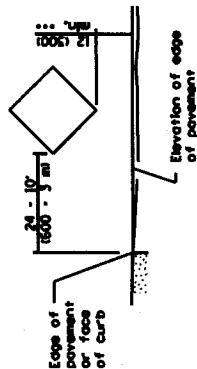
(Sheet 1 of 3)

STANDARD 701901-04



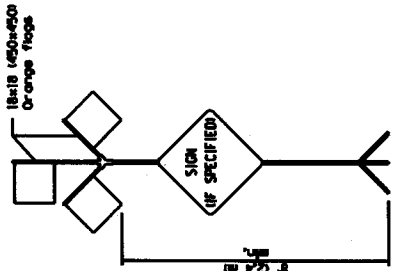
#### POST MOUNTED SIGNS

.. When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 5' (1.5 m) to the outside edge of the paved shoulder.



#### SIGNS ON TEMPORARY SUPPORTS

... When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



#### HIGH LEVEL WARNING DEVICE

ROAD CONSTRUCTION NEXT X MILES  
C20-110400-6036

END CONSTRUCTION  
C20-110500-6034

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

#### WORK LIMIT SIGNING

WORK ZONE	R2-1-3648
SPEED LIMIT	R2-1-3648
XX	R2-1-3648
PHOTO ENFORCED	R10-11060-3618
XXXX FINE MINIMUM	R2-11060-3618

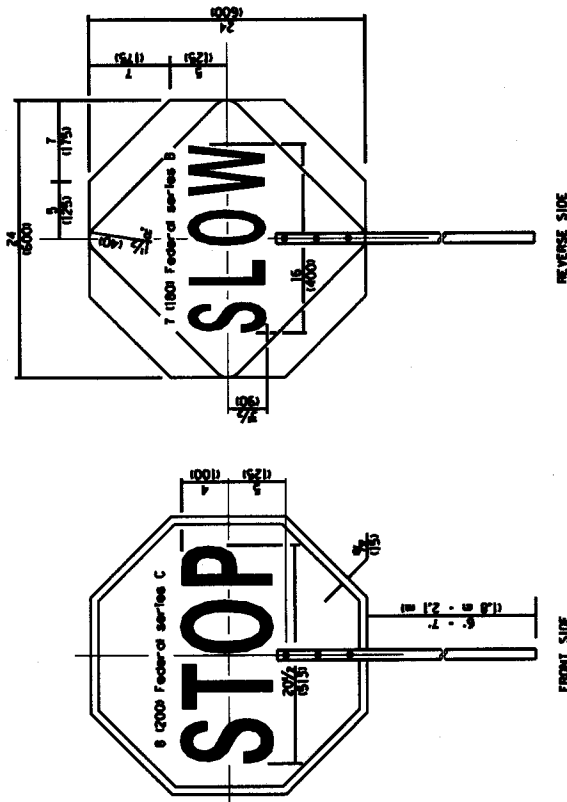
Sign assembly as shown on Standard or as directed by District Operations.

END WORK ZONE SPEED LIMIT  
C20-110300-6036

This sign shall be used when the above sign assembly is used.

#### HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

.... R10-11060 shall only be used along roadways under the jurisdiction of the State.



#### FLAGGER TRAFFIC CONTROL SIGN

REVERSE SIDE

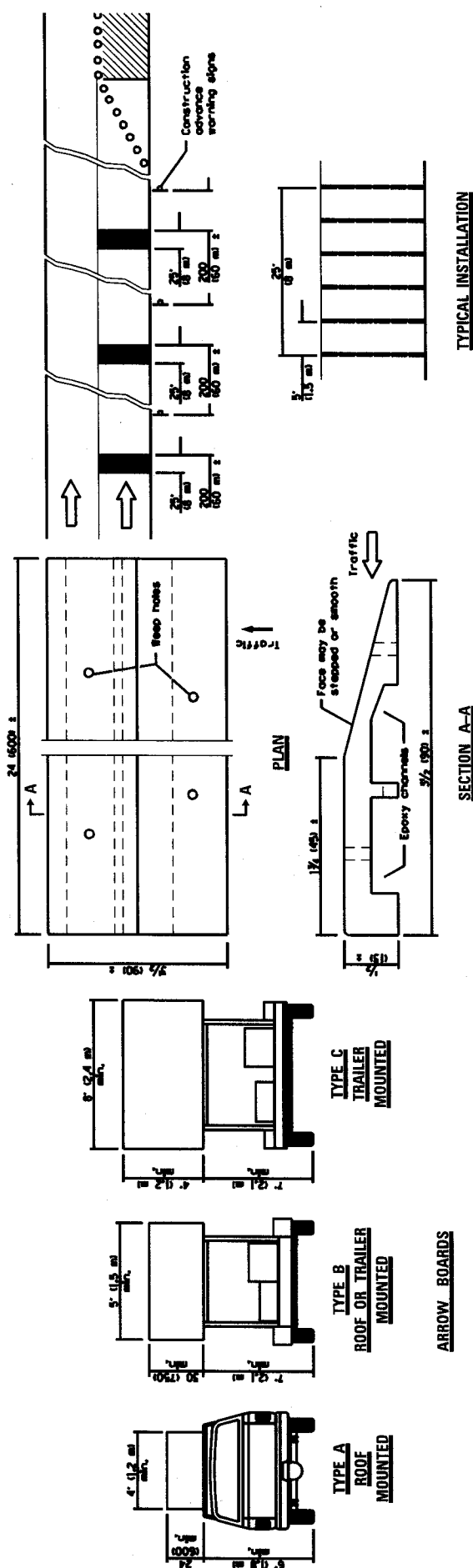
FRONT SIDE

#### TRAFFIC CONTROL DEVICES

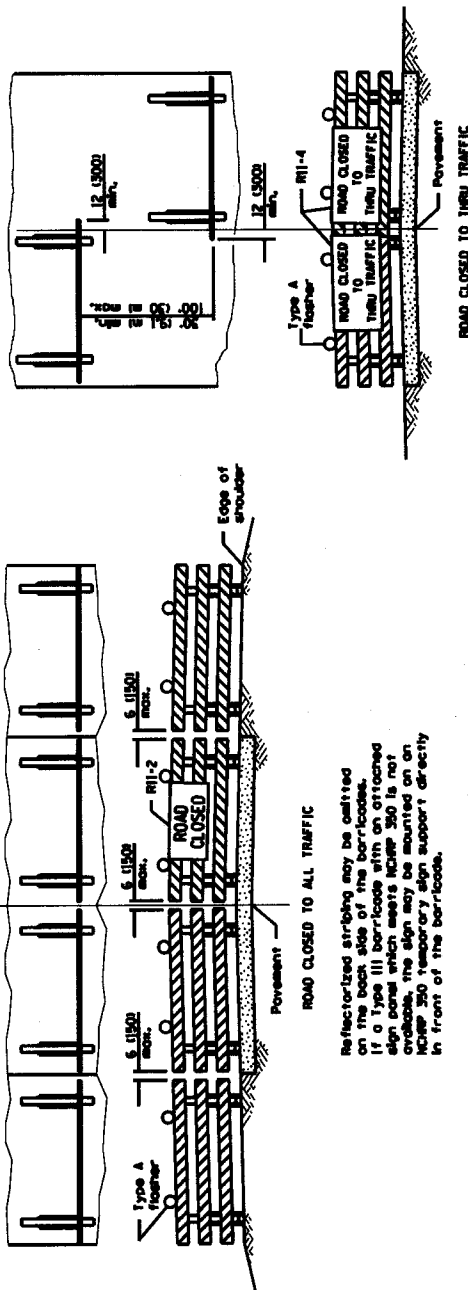
STANDARD 701901-04

(Sheet 2 of 3)





## **TEMPORARY RUMBLE STRIPS**



reflectized striping shall appear on both sides of the barricades. If a type III barricade with an attached sign panel which meets NCHP 350 is not available, the signs may be mounted on NCHP 350 temporary sign supports directly in front of the barricade.

### TYPICAL APPLICATIONS OF

Reflectorized striping may be painted on the back side of the barricades. If a type III barricade with an attached sign panel which meets NCPS 350 is not available, the sign may be mounted on an NCPS 350 temporary sign support directly in front of the barricade.

**COUNTY OF COOK  
CHICAGO, ILLINOIS  
PROPOSAL**

*For a County Highway Improvement in the County of Cook, State of Illinois,*

**known as Lemont Township 2015 M.F.T. Project**

<u>Improvements</u>	<u>Township</u>	<u>Route</u>	<u>Section</u>
Various Locations	Lemont	Various	15-14136-90-RS

**LOCATION OF IMPROVEMENT**

The proposed improvement is part of the public highway system in the County of Cook, State of Illinois, located by section and route before mentioned, and is indicated on the map showing the County Highway System on file in the office of the County Clerk and also in the office of the Illinois Department of Transportation, Division of Highways, Springfield, Illinois.

The proposed improvements are on the following streets in Lemont Township for a total length to be improved of 10,222 feet (1.9 miles):

Fox Tail Lane (405 feet)	Fox Hill Ct. (260 feet)	Dineff Road (2,963 feet)
Meadow Hill Lane (1900 feet)	Huntmaster Lane (990 feet)	
Briar Patch Lane (670 feet)	King Road (540 feet)	
Fox Hill Dr. (1719 feet)	Kotlin Road (775 feet)	

**DESCRIPTION OF IMPROVEMENT**

This is a Quality Control/Quality Assurance Project.

This project consists of the construction of a nominal 1½" of Bituminous Concrete Surface Course, HMA, Mix "D", N50 and overlay with HMA Leveling Binder (Machine Method). In addition, Hot-In-Place (HIP) recycling of the pavement surface through the Heat Scarification method will be used at some locations. The project also includes the additional supplemental work associated with the above items including Butt Joints and Traffic Control.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENTS**

**INDEX**

<b><u>Section</u></b>	<b><u>Description</u></b>
<b>1</b>	<b>Identification of Subcontractors, Suppliers and Sub-consultants Form</b>
<b>2</b>	<b>Payables Electronics Program ("E-PAYABLES")</b>
<b>3</b>	<b>Veteran's Preference for VBE and SDVBE</b>
<b>4</b>	<b>Affidavit Veteran's Workplace Preference Public Works Contracts</b>
<b>5</b>	<b>Economic Disclosure Statement and Execution Document Index</b>
<b>6</b>	<b>Instructions for Completion of Economic Disclosure Statement and Execution Documents</b>
<b>7</b>	<b>Certifications</b> Lobby, Local Business Preference, Child Support Enforcement Ordinance, Real Estate Ownership Affidavit of Child Support Obligations Disclosure of Ownership Interest Statement Familial Relationship Disclosure Provision Familial Relationship Disclosure Form
<b>8</b>	<b>Execution Pages</b> Contract and EDS Execution Page Cook County Signature Page
<b>9</b>	<b>Insert IDOT Certificate of Eligibility</b>
<b>10</b>	<b>Insert IDOT Affidavit of Availability</b>
<b>11</b>	<b>Labor Standards &amp; Prevailing Wage Requirements</b> Contractor's Certification Concerning Labor Standards & Prevailing Wage Requirements Form Subcontractor's Certification Concerning Labor Standards & Prevailing Wage Requirements Form
<b>12</b>	<b>MBE/WBE Forms</b> MBE/WBE Utilization Plan MBE/WBE Letter of Intent Petition for Reduction/Waiver of MBE/WBE Participation

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

**OCPO ONLY:**  
☐ Disqualification  
☒ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: 9-9-15
Total Bid or Proposal Amount: 383,592.45	Contract Title: LEMONT TOWNSHIP 2015 MFT
Contractor: K-FIVE Construction	Subcontractor/Supplier/ Subconsultant to be added or substitute: American Asphalt surface recycling
Authorized Contact for Contractor: Nick Ellex	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Joe White
Email Address (Contractor): nicke@k-five.net	Email Address (Subcontractor): aasr@air-wans.com
Company Address (Contractor): 13769 Main St. Lemont, IL 60439	Company Address (Subcontractor): 13301 Southwest Hwy
City, State and Zip (Contractor):	City, State and Zip (Subcontractor): ORLAND PARK IL 60462
Telephone and Fax (Contractor): 630-257-5600 / 6788	Telephone and Fax (Subcontractor): 708-448-9540 / 9594
Estimated Start and Completion Dates (Contractor): TBD & 11/13/15	Estimated Start and Completion Dates (Subcontractor): TBD & 10/13/15

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

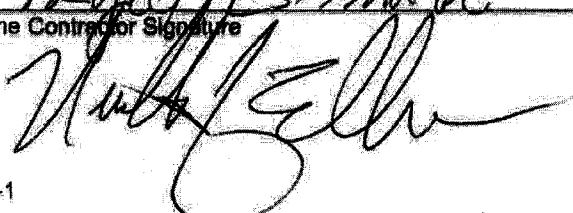
Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
HEATER SCARIFICATION	\$88,630.60

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan.** Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor: K-FIVE Construction

Name: Nicholas J. Ellex

Title: Project Estimator

Prime Contractor Signature: 

Date: 9-9-15

**Section 2: OFFICE OF THE COOK COUNTY COMPTROLLER**  
**ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").**  
**If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark**  
**Street, Room 500, Chicago, IL 60602.**

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**1. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**2. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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## Section 3: VETERAN'S PREFERENCE FOR VBE AND SDVBE

**INSTRUCTIONS**

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.**

**DEFINITIONS**

*Veteran-owned Business Enterprise (VBE)* means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

*Eligible Veteran* means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

*Armed forces of the United States* means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

*Service-Disabled Veteran-owned Business Enterprise (SDVBE)* means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

*Service-Disabled Veteran* means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

*Service-connected disability* means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

*Small Business* means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

**REQUEST FOR PREFERENCE**

\_\_\_\_\_ Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

\_\_\_\_\_ Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

\_\_\_\_\_  
Bidder (please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Phone Number

Subscribed to and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

**Section 4: AFFIDAVIT  
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

**INSTRUCTIONS**

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **one percent of the amount of the Contract** to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. **All Bidders who are requesting this preference must complete this Affidavit.**

**DEFINITIONS**

*Eligible Veteran* means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

*Armed forces of the United States* means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

*Public Works* means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, \_\_\_\_\_, being first duly sworn, do depose and state as follows:

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

\_\_\_\_\_  
Bidder (please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Phone Number

Subscribed to and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

**Section 5: COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
6	Instructions for Completion of EDS	EDS i - ii
7	Certifications	EDS 1- 2
7	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 12
8	Contract and EDS Execution Page	EDS 13-15
8	Cook County Signature Page	EDS 16



**Section 6: INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby or lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**Section 6: INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyiil.gov/ethics-board-of](http://cookcountyiil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

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## **Section 7: CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

### **A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

### **B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

### **C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq.).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

## **Section 7: REQUIRED DISCLOSURES**

### **1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

---

---

---

### **2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes:   X   No:                     

- b) If yes, list business addresses within Cook County:

13769 Main Street, Lemont, Illinois 60439

---

---

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:   X   No:                     

### **3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) ☐ The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S):

SEE ATTACHED SHEET

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☐ The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

---

---

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

Lemont – 22-15-200-003-0000 062

Lemont – 22-15-200-015-0000 062

Lemont – 22-15-200-016-0000 062

Chicago – 26-27-200-007-0000 293

## Section 7: COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

### Identifying Information:

Name K-Five Construction Corporation

D/B/A: Same FEIN NO/SSN (LAST FOUR DIGITS): 5545

Street Address: 13769 Main Street

City: Lemont State: Illinois Zip Code: 60439

Phone No.: 630-257-5600 Fax Number: 630-257-6788 Email: Nicke@k-five.net

Cook County Business Registration Number: 04168402  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): D-5113-8449

### Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_



**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
George Krug, Jr.	13769 Main Street, Lemont	41.8%
Robert W. Krug	13769 Main Street, Lemont	35.7%
Josephine M. Krug	13769 Main Street, Lemont	14.3%
Robert G. Krug	13769 Main Street, Lemont	4.1%
Jennifer A. Krug	13769 Main Street, Lemont	4.1%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ X ] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
George Krug, Jr.	13769 Main Street, Lemont	CEO	
Robert G. Krug	13769 Main Street, Lemont	President	
Robert W. Krug	13769 Main Street, Lemont	Secretary	
Josephine M. Krug	13769 Main Street, Lemont	Treasurer	
Jennifer A. Krug	13769 Main Street, Lemont	Vice President	

**Declaration (check the applicable box):**

- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Robert G. Krug

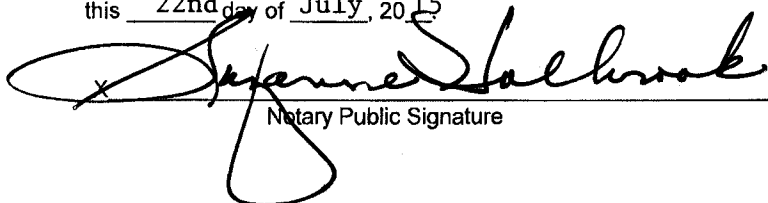
Name of Authorized Applicant/Holder Representative (please print or type)

Signature

Nicke@k-five.net

E-mail address

Subscribed to and sworn before me  
this 22nd day of July, 2015



Notary Public Signature

President

Title

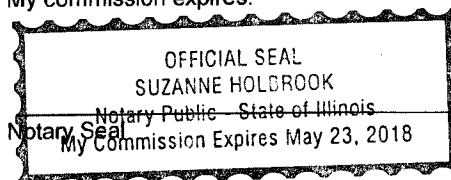
July 22, 2015

Date

630-257-5600

Phone Number

My commission expires:





**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

## **Section 7: FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

### **Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

### **Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |

**Section 7: COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: NICK EIKER  
Address of Person Doing Business with the County: 13445 Blackstone Ln, Plainfield, IL 60585  
Phone number of Person Doing Business with the County: 815-439-6810  
Email address of Person Doing Business with the County: nicke@k-five.net

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

\_\_\_\_\_

\_\_\_\_\_

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

\_\_\_\_\_

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_

\_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_

\_\_\_\_\_

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- ☐ The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**Section 7: COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

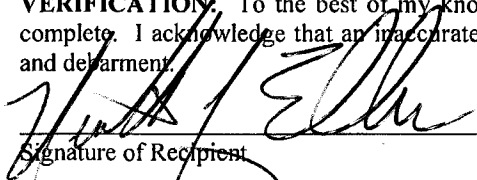
Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and delinquent.

  
Signature of Recipient

7-21-15  
Date

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

**Section 8: CONTRACT AND EDS EXECUTION PAGE**

**PLEASE EXECUTE THREE ORIGINALS**

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

**Execution by Corporation**

Robert G. Krug

\_\_\_\_\_  
President's Name

630-257-5600

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Secretary Signature  
Robert W. Krug

\_\_\_\_\_  
President's Signature

Nicke@k-five.net

\_\_\_\_\_  
Email

July 22, 2015

\_\_\_\_\_  
Date

**Execution by LLC**

\_\_\_\_\_  
Member/Manager (Signature)\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**Execution by Partnership/Joint Venture**

\_\_\_\_\_  
Partner/Joint Venturer (Signature)\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**Execution by Sole Proprietorship**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

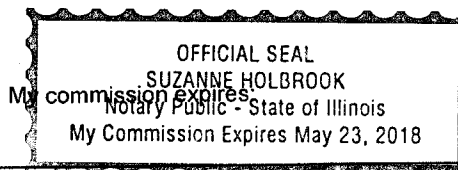
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

Subscribed and sworn to before me this

22 day of July, 2015

\_\_\_\_\_  
Notary Public Signature



\_\_\_\_\_  
Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

## Section 8: COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 14 DAY OF September, 2015

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1555- 14634

OR

ITEM(S), SECTION(S), PART(S): 15-14136-90-RS

TOTAL AMOUNT OF CONTRACT: \$ 383,595.45  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

SEP 09 2015



**Insert**

**IDOT Certificate of Eligibility**

**Section 9**



## Illinois Department of Transportation

# Certificate of Eligibility

Contractor No 3069

K-Five Construction Corporation  
13769 Main Street Lemont, IL 60439

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

SUPER UNLIMITED

001	EARTHWORK	\$9,525,000
002	POC PAVING	\$35,750,000
003	HMA PLANT MIX	Unlimited
017	CONCRETE CONSTRUCTION	\$32,475,000
031	PAVT. TEXTUR. & SURF. REM.	\$1,275,000
032	COLD MILL PLAN. & ROTOMILL	\$8,600,000
08A	AGGREGATE BASES & SURF. (A)	\$11,650,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/18/2015 TO 6/30/2016 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 6/18/2015.

*Tim Bell*

Interim Engineer of Construction

**Insert**

**IDOT Certificate of Availability**

**Section 10**



• 13769 Main Street Lemont, Illinois 60439

Phone 630-257-5600

Fax 630-257-6788

July 2, 2010

Local Municipality/City Engineer

RE: "Affidavit of Availability"

Gentlemen:

Per the attached "Rules for Prequalification of Contractors and Issuance of Plans and Proposals" as supplied by Illinois Department of Transportation Section 650.310 item'd' K-Five Construction Corporation hereby requests to forego the filing of an "Affidavit of Availability" based upon the "Unlimited" financial rating (d2) and bituminous and PCC paving rating (d2) as shown on the attached "Certificate of Eligibility".

This method of substitution for the "Affidavit of Availability" has been approved by IDOT's prequalification engineer and has been accepted by IDOT for contract lettings for IDOT. The prequalification engineer at IDOT (Springfield) is Mike Renner. If there are any questions he can be reached at (217) 782-3413.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Eller', is written over the printed name.

Nicholas J. Eller  
Project Estimator

K-Five Construction Corporation



**Illinois Department of Transportation**

**RULES FOR  
PREQUALIFICATION OF CONTRACTORS  
AND  
ISSUANCE OF PLANS AND PROPOSALS**

**44 IL. ADM.CODE SEC. 650**

**ADOPTED JULY 2, 1994**

**AMENDED DECEMBER 7, 2000**

- e) An applicant's capacity to perform may exceed the calculated equipment factor. This can occur by good management, efficiency and additional hours of work. When this occurs, the primary and advanced formulas will be replaced by the secondary formula.
- f) The work rating in any given category may not exceed the financial rating of the applicant.
- g) A work rating may be designated as "Illinois Work Only." This work rating indicates the dollar value of work which the applicant's own forces can perform within the State of Illinois in one construction season. This rating will be established by the Department if the applicant does work in more than one state or outside the continental United States and it would be impractical to verify all outstanding work.
- h) Prior to any consideration for establishing a work rating value, the applicant shall provide a list of all technical, supervisory and key personnel who would manage a project awarded by the Department. This list should include the individual's job title and number of years of construction experience. The Department may also require the submittal of resumes of the above individuals. Applicants prequalifying with the Department for the first time shall be required to submit resumes. Insufficient personnel may be justification for a reduction in the rating of a work category as determined by the primary, advanced or secondary formula. Hiring of additional personnel may be justification for an increase in the rating of a work category. Applicants without experienced personnel for a requested work category may be denied the rating.
- i) Methods to Improve a Work Rating
  - 1) Hiring of additional personnel.
  - 2) Purchase, lease or rental of additional equipment.
  - 3) Completion of additional work.
- j) A contractor may request additional rating in a work category at any time during the prequalification period by submitting a revised application or supplemental information.

#### Section 650.290 Advertising for Bids

The procedures for procuring contracts are set out in the Department's rules for contract procurement found at 44 Ill. Adm. Code 660. The procedures of this Subpart B govern the granting of authority to bid on contracts advertised for bids in the Transportation Bulletin in accordance with the Department's rules for contract procurement.

#### Section 650.300 Request for Proposal Forms and Plans; Authorization to Bid

A Request for Proposal Forms and Plans and Request for Authorization to Bid (Form BD-124) is published with the Transportation Bulletin. The Form BD-124 shall be used by contractors to request proposals and plans and to request formal authorization to bid on contracts advertised in the Transportation Bulletin. Anyone may obtain proposal forms and plans regardless of prequalification status. An Authorization to Bid must be granted in accordance with this Part before a prequalified contractor may submit a bid.

#### Section 650.310 Affidavit of Availability

- a) An Affidavit of Availability (Form BC-57) is attached to the Transportation Bulletin and must be submitted with a request for Authorizations to Bid. It is a sworn statement concerning the contractor's present and pending contract commitments. The contractor shall not omit or misrepresent its work outstanding. When the contractor has uncompleted or pending work as a party of a joint venture, the contractor's responsible portion of the work shall be shown. The affidavit shall be signed by an officer or

director of a corporate contractor, and otherwise, an owner shall sign. The affidavit is not required when Authorization to Bid is not being requested. The affidavit shall include:

- 1) The amount of all uncompleted work, by type, either as a principal or subcontractor together with the name of the agency under whose jurisdiction the work is being performed. All uncompleted work shall be based upon the engineer's or owners most recent estimate.
  - 2) The commitment of equipment and personnel on a payroll or rental basis even though no formal contract exists.
  - 3) All work on which the contractor is the low bidder and which has not yet been awarded.
  - 4) A listing of all subcontractors and the value of work sublet.
- b) Prospective bidders shall notify the Department within two working days of any low bids pending award or contracts awarded after submission of the affidavit.
  - c) Facsimiles of the affidavit will be accepted for analysis purposes. Authorization to Bid will not be issued without a correct, signed and notarized original affidavit in the Department's Central Bureau of Construction's possession by the cut-off date specified in the Transportation Bulletin.
  - d) A contractor may request to forego filing an affidavit if it has a financial rating at either of the following levels. The Prequalification Section will grant such a request provided the contractor's existing contracts with the Department are not behind approved contract progress schedules and provided the most recent performance evaluation rating is not less than 6.0 in the performance factor calculation. (See Section 650.240 of this Part.)
    - 1) A financial rating of \$300 million.
    - 2) A financial rating of at least \$150 million or a Department calculated net worth of at least \$40 million, either in conjunction with two or more work ratings calculated to equal or exceed \$50 million each.

#### Section 650.315 Disclosure of Other Procurement Relationships

- a) Section 50-35(h) of the Illinois Procurement Code [30 ILCS 500/50-35(h)] requires that all bids of more than \$10,000 be accompanied by disclosure of all current or pending contracts, proposals, leases, or other ongoing procurement relationships the contractor has with any other unit of State government. This disclosure is required in addition to the financial interest disclosure provided at Section 650.80(d) of this Part.
- b) The Department provides the form for making the required disclosure of other procurement relationships with the Invitation for Bids in the Transportation Bulletin.
- c) Contractors submitting an Affidavit of Availability with a request for Authorization to Bid may incorporate by reference on this disclosure form the contents of the Affidavit of Availability that are responsive to the disclosure requirement. Procurement relationships that are not included in the Affidavit of Availability shall be disclosed on the form. Contractors not required to submit an Affidavit of Availability as provided in Section 650.310(a) of this Part shall make the required disclosures on the disclosure form.

**Section 11: CONTRACTOR'S**  
**CERTIFICATION CONCERNING LABOR STANDARDS**  
**AND**  
**PREVAILING WAGE REQUIREMENTS**

**To Contractor:**

Date: \_\_\_\_\_  
 Project Number: \_\_\_\_\_  
 Project Name \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1. The undersigned, having executed a contract with the County of Cook for the construction of the above identified project, acknowledges that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

- \_\_\_\_\_ Sole Proprietorship
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Other Organization (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME

TITLE

ADDRESS

---



---



---



---

(d) The name and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

INTEREST	NAME	ADDRESS	NATURE	OF
----------	------	---------	--------	----

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(e) The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest is (if none, so state):

CLASSIFICATION	NAME	ADDRESS	TRADE
----------------	------	---------	-------

---



---



---



---

DATE \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

X \_\_\_\_\_  
SIGNATURE

**Section 11: SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

**To Contractor:**

Date: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_

1. The undersigned, having executed a contract with \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_ for \_\_\_\_\_  
Nature of Work)  
\_\_\_\_\_ in the amount of \$ \_\_\_\_\_ in the construction of the  
above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

3. The workmen will report for duty on \_\_\_\_\_  
(Date)

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

- \_\_\_\_\_ Sole Proprietorship  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation  
\_\_\_\_\_ Other Organization (Describe)

(c) The name and address of the owner, partners  
or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUBCONTRACTOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# **Section 11: SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

**To Contractor:**

Date: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_

1. The undersigned, having executed a contract with \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_ for \_\_\_\_\_  
Nature of Work)  
\_\_\_\_\_ in the amount of \$ \_\_\_\_\_ in the construction of the  
above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

3. The workmen will report for duty on \_\_\_\_\_  
(Date)

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:

- (b) The undersigned is (check one):

\_\_\_\_\_ Sole Proprietorship  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation  
\_\_\_\_\_ Other Organization (Describe)

- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUBCONTRACTOR SIGNATURE

## **Section 12: MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- ☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- ☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- ☐ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

**II.** ☐ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

**NOTE:** Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

**Section 12: MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: \_\_\_\_\_ Certifying Agency: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ Ethnicity: \_\_\_\_\_  
 City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Bid/Proposal/Contract #: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ FEIN #: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

---



---



---



---

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

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THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) \_\_\_\_\_

Signature (Prime Bidder/Proposer) \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

**Section 12: PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3****A. BIDDER/PROPOSER HEREBY REQUESTS:**☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☐

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

☐

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**☐

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

☐

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

☐

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

☐

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**SURETY'S STATEMENT**  
**of**  
**QUALIFICATION FOR BONDING**  
**(Section 10)**

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that: Continental Casualty Company  
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount


of the bid/contract: 15-14136-90-RS  
(NUMBER)

to: K-Five Construction Corporation  
(BIDDER)

The penalty of this bond is to be \$ 100% of total amount bid  
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY Continental Casualty Company  
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

  
(ATTORNEY-IN-FACT) Christine Eitel

002128                      20443  
AMB #                      NAIC

SEAL

**SURETY'S STATEMENT**  
**of**  
**QUALIFICATION FOR BONDING**  
**(Section 10)**

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

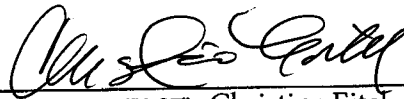
The undersigned confirms that: Continental Casualty Company  
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount  
of the bid/contract: 15-1436-90-RS  
(NUMBER)  
to: K-Five Construction Corporation  
(BIDDER)

The penalty of this bond is to be \$ 383,592.45  
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY Continental Casualty Company  
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

  
(ATTORNEY-IN-FACT) Christine Eitel

02128                      20443  
AMB #                      NAIC

SEAL



County of Cook  
Department of Transportation and Highways

Proposal Bid Bond

Project Lemont Township  
Section 15-14136-90-RS  
Date July 22, 2015  
Letting \_\_\_\_\_

We K-Five Construction Corporation  
as Principal, and Continental Casualty Company

\_\_\_\_\_ as Surety, are held and firmly bound unto the County of Cook a body politic and corporate of the state of Illinois herein after called the County in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the County this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the County acting through its awarding agency for the construction of the work designated as the above section.

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the County for the above-designated section, and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish the required insurance coverage, all as provided in the Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the County determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the County acting through its awarding agency shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 22nd day of July A.D. 2015.

PRINCIPAL

K-Five Construction Corporation

(Company Name) (Seal)

BY: (Signature & Title) Robert G. Krug

(Company Name) (Seal)

BY: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, seals and authorized signatures of each contractor must be affixed.)

SURETY

Continental Casualty Company

(Name of Surety) (Seal)

BY: (Signature of Attorney-in-fact)

Christine Eitel Attorney-in-Fact

STATE OF Illinois  
COUNTY OF Will

I, Kimberly R. Holmes, a Notary Public in and for Cook County, do hereby certify that  
Robert G. Krug Christine Eitel

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

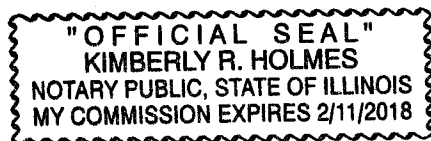
Who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of July A.D., 2015. My commission expires February 11, 2018

(Signature)  
Notary Public Kimberly R. Holmes

\*Improper execution of this form (i.e. Missing Signatures or Seals or incomplete certification) will result in bid being declared irregular.

\*\* If Bid Bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with Bid.



# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Karen A Ryan, William P Weible, William Cahill, Deborah A Campbell, Leigh Ann Francis, Kimberly R Holmes, Melissa Newman, Kimberly Sawicki, Ann Marie Waters, Christine Eitel, Individually**

of Lisle, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 6th day of February, 2015.

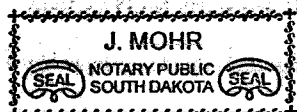


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 6th day of February, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

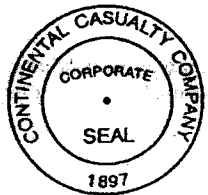


My Commission Expires June 23, 2015

*J. Mohr*  
J. Mohr Notary Public

## CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 22 day of July, 2015.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Bult*  
D. Bult Assistant Secretary



3. All progress payments, including final payment under the above contract, shall be made by COUNTY warrants payable to the CONTRACTOR and FINANCIAL INSTITUTION, as trustee, jointly, and such payments shall be sent to the FINANCIAL INSTITUTION at the above address.

4. The progress payments shall specify on a copy of the COUNTY'S invoice to be mailed with the warrant the amount thereof to be paid to the CONTRACTOR and the amount to be held by the FINANCIAL INSTITUTION as retainage under this Agreement.

5. The money so held by the FINANCIAL INSTITUTION shall be described as "retainage" and shall be held in trust according to the terms of this Agreement. Interest earned on the retainage may be paid to the CONTRACTOR as it accrues or as the FINANCIAL INSTITUTION'S policy permits.

6. The principal balance of the retainage, or any part thereof, shall not be paid over to the CONTRACTOR except upon written directive to the FINANCIAL INSTITUTION by the COUNTY.

7. The FINANCIAL INSTITUTION may invest or reinvest said retainage in:

- a. Certificates of Deposit issued by a financial institution whose principal office is located in Cook County, including this FINANCIAL INSTITUTION;
- b. United States Government Bonds;
- c. United States Treasury Notes;
- d. United States Treasury Bills;
- e. Time Deposit on Open Account.

Provided, however, that the investment of said retainage shall not relieve the FINANCIAL INSTITUTION from the return or repayment of such funds within ninety (90) days as provided in this Agreement.

8. Retainage is the property of the COUNTY until notice of final payment, and the principal amount, or any part thereof, shall not be pledged or used as security for any purpose.

9. The COUNTY shall be the sole judge of return or repayment of the funds to the Cook County Treasurer. Upon written demand made by the COUNTY to the FINANCIAL INSTITUTION for the return or repayment of the retainage, the FINANCIAL INSTITUTION shall make such return or repayment regardless of whether the COUNTY shall state any reason therefor and without imposition of any other requirements or conditions. The funds shall not be transferred by the FINANCIAL INSTITUTION without the approval of the COUNTY.

10. The repayment or return of retainage to the COUNTY shall be by check from the FINANCIAL INSTITUTION payable to the Treasurer of Cook County and shall be mailed to the COUNTY within ninety (90) days after the COUNTY'S demand.

11. The CONTRACTOR does not waive or release any rights he has against the COUNTY for breach of contract, including this Agreement, by reason of the repayment by the FINANCIAL INSTITUTION to the COUNTY on account of demand made by the COUNTY.

12. In the event demand for the retainage is made under this Agreement by the COUNTY, the COUNTY may specify, in its sole judgment, the amount to be repaid or returned as all or part of the principal balance of the retainage. This Agreement shall continue as to any retainage not returned to the COUNTY and any future payments by the COUNTY to the CONTRACTOR.

13. Upon return or repayment of the full principal balance of the retainage to the COUNTY, this Agreement shall terminate and have no further force or effect.

14. The FINANCIAL INSTITUTION shall confirm and provide account balances each year by June 30<sup>th</sup> to: The Cook County Department of Transportation and Highways, Bureau Chief of Construction at 69 West Washington Street, 23<sup>rd</sup> Floor, Chicago, Illinois 60602. The FINANCIAL INSTITUTION'S failure to comply with this provision shall be reason to demand return of the retainage pursuant to this Agreement.

15. At no time shall any balance(s) on the account be escheated.

16. The COUNTY shall provide notice of final payment to the FINANCIAL INSTITUTION and the CONTRACTOR. When said final payment is made, this Agreement shall be terminated and the retainage or interest thereon shall be paid to the CONTRACTOR by the FINANCIAL INSTITUTION. The COUNTY and the CONTRACTOR agree that the date of mailing such notice of final payment to the FINANCIAL INSTITUTION shall constitute the date of final payment to the CONTRACTOR under the contract. Any provisions of the contract regarding final payment shall be

deemed to have been complied with regardless of any delay in the CONTRACTOR'S receiving said final payment or any retainage and interest thereon from the FINANCIAL INSTITUTION.

17. The FINANCIAL INSTITUTION shall look only to the CONTRACTOR to pay any costs or fees for either its services or expenses hereunder and no deduction shall be made therefor for any retainage or interest thereon except such deduction that may be made after final payment has been made.

18. Failure of the FINANCIAL INSTITUTION to comply with any of the terms of this Agreement shall be cause for the COUNTY to refuse approval of the FINANCIAL INSTITUTION as a party to any future Trust Agreements.

IN WITNESS WHEREOF the parties to this Trust Agreement have hereunder signed and executed this Trust Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(To be dated by the COUNTY.)

**CONTRACTOR**

K-FIVE CONSTRUCTION CORPORATION

Company Name

By: Robert G. Krug  
Printed Name: Robert G. Krug  
Title: President

ATTEST: Robert W. Krug  
Printed Name: Robert W. Krug  
Title: Secretary

**CONTRACTOR (IF JOINT VENTURE)**

Company Name

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FINANCIAL INSTITUTION**  
COUNTRYSIDE BANK

By: Susan L. Jutzi  
Printed Name: Susan L. Jutzi  
Title: Senior Vice President

ATTEST: William O. Kerth  
Printed Name: William O. Kerth  
Title: Senior Vice President

**CONTRACTOR (IF JOINT VENTURE)**

Company Name

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR (IF JOINT VENTURE)**

Company Name

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COOK COUNTY**  
**DEPARTMENT OF TRANSPORTATION AND**  
**HIGHWAYS**  
By: John J. ...  
Superintendent

**PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK**

Know All Men by These Presence, That we, K-Five Construction Corporation  
 as principle, and Continental Casualty Company 333 South Wabash Avenue, 41st Floor,  
Chicago, Illinois 60604, as surety, are  
 held and firmly bound unto the County of Cook in the penal sum of Three Hundred Eighty Three Thousand  
Five Hundred Ninety Two and 45/100----- Dollars (\$ 383,592.45 ), lawful money of the  
 United States of America, for the payment of which sum of money well and truly to be made, we bind ourselves, our  
 respective heirs, executors, administrators, successors and assigns, firmly, by these presences.

Signed, sealed, and delivered this 3rd day of August A.D. 20 15.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounded principle  
 entered into a certain contract with the County of Cook, bearing date the day of July 29th, 2015  
 for **LEMONT TOWNSHIP 2015 M.F.T. PROJECT - 2015, Contract No. 1555-14634**

Section 15-14136-90-RS, Various Routes, in Lemont Township; Cook County.

Fox Tail Lane (405 feet)	Fox Hill Ct. (260 feet)	Dineff Road (2,963 feet)
Meadow Hill Lane (1900 feet)	Huntmaster Lane (990 feet)	
Briar Patch Lane (670 feet)	King Road (540 feet)	
Fox Hill Dr. (1719 feet)	Kotlin Road (775 feet)	

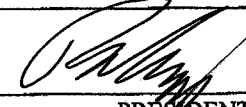
The terms and conditions of the Illinois Public Construction Bond Act, 30 ILCS 550

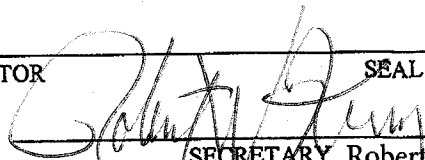
The terms and conditions of the Illinois Public Construction Bond Act, 30 ILCS 550 *et seq.* are hereby  
 incorporated by reference.

It is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered in  
 favor of any person not a party to said contract against the County of Cook in any suit arising out of said contract or  
 its performance, when reasonable notice of the pendency of such suit shall have been given to said principle and to  
 said surety, shall be conclusive against said principle and said surety as to both liability and amount.


In Witness Whereof, said parties hereto have caused this bond to be executed and delivered at Chicago,  
 Illinois, all on the day and year first above written.

K-Five Construction Corporation

By  PRINCIPAL/CONTRACTOR  
 PRESIDENT Robert G. Krug

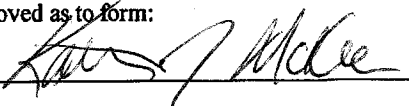
 SEAL  
 SECRETARY Robert W. Krug

Continental Casualty Company

By  SURETY  
 SURETY/ATTORNEY-IN-FACT Christine Eitel  
 (ATTACH POWER OF ATTORNEY)

02128 20443 SEAL  
 AMB# NAIC#

Approved as to form:

By:  ASSISTANT STATES ATTORNEY

STATE OF ILLINOIS

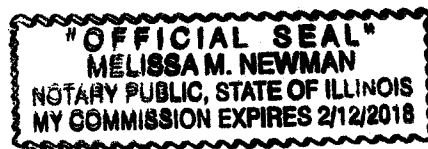
COUNTY OF DuPage

I, Melissa M. Newman Notary Public of DuPage County, in the State of Illinois, do hereby certify that Christine Eitel Attorney-in-Fact, of the Continental Casualty Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 3<sup>rd</sup> day of August A.D., 2015.

  
(Notary Public) Melissa M. Newman  
My Commission expires: 02/12/2018

Notary Seal:



# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Karen A Ryan, Harriet R Reilly, William P Weible, William Cahill, Kimberly R Holmes, Melissa Newman, Kimberly Sawicki, Ann Marie Waters, Christine Eitel, Deborah A Campbell, Leigh Ann Francis, Individually**

of Lisle, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of July, 2015.

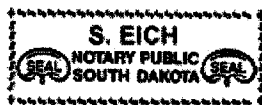


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of July, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

S. Eich  
S. Eich Notary Public

## CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 3 day of August, 2015.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Bult  
D. Bult Assistant Secretary



## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

**CONTRACT  
(SECTION 10)**

This AGREEMENT made and entered into this by and between the County of Cook, party of the first part and hereinafter called County, **K-Five Construction Corporation** party of the second part and hereinafter called Contractor.

WITNESSETH:

That for and in consideration of the payments to be made by the said County as hereinafter provided, the said Contractor hereby covenants and agrees with the said County to do all the work and furnish all the labor, materials, machinery, apparatus, implements, tools, and other things necessary for the improvement of a section of the public highway known as Cook County Contract # **1555-14634 LEMONT TOWNSHIP M.F.T. PROJECT – 2015.**

Fox Tail Lane (405 feet)	Fox Hill Ct. (260 feet)	Dineff Road (2,963 feet)
Meadow Hill Lane (1900 feet)	Huntmaster Lane (990 feet)	
Briar Patch Lane (670 feet)	King Road (540 feet)	
Fox Hill Dr. (1719 feet)	Kotlin Road (775 feet)	

In the Township of **Lemont**, County of Cook, and State of Illinois, said section known or to be known as Section: **15-14136-90-RS**, on **Various** Routes at his own cost and expense, free from all liens, claims, and charges whatsoever, and in a good substantial, thorough and workmanlike manner, and in strict and full accordance, conformity and compliance with all the terms and conditions of this contract and the requirements under it of the Superintendent of Department of Transportation and Highways of Cook County, Illinois, and under the direction and to the satisfaction of the said Superintendent of Department of Transportation and Highways.

It is expressly understood and agreed by and between said County and said Contractor that the Bid hereto attached and Notice to Contractors, Specifications, Plans, Maps, Blue Prints, and Drawings, on file in the Office of the Superintendent of Department of Transportation and Highways of Cook County, Illinois, and in the office of the Department of Transportation, Springfield, Illinois, copies of which are hereto attached, hereby are included in and made a part of this contract.

The Contractor shall not begin construction operations until the contract has been approved by the Board of Cook County Commissioners and fully executed by the County. Subsequent to contract execution, the Contractor will be notified by a notice-to-proceed letter from the Superintendent of Cook County Department of Transportation of Highways to commence operations on a specified date. The undersigned agrees to start construction operations on the date specified and to complete the proposed improvement in

full compliance with the contract on or before **November 13, 2015**. The contract period is **September 16, 2015** through **November 14, 2016**.

The Superintendent of Cook County Department of Transportation and Highway of each month make an estimate in writing, such as in his opinion shall be just and fair, of materials furnished, delivered, properly set in place and incorporated into the herein described improvement, and the amount of work properly done by said Contractor in the performance hereunder and the value thereof under and according to the terms of this contract.

The first estimate shall cover the amount of work performed and the value of the materials set in place and incorporated into the herein described improvement since said Contractor's performance of this contract, and each subsequent estimate, except the final one, shall be of the amount of work performed and the value of the materials properly set in place and incorporated into said improvement since the last preceding estimate was made.

Such estimates of amount and quality shall not be required to be made by strict measurement, but shall be sufficient if they are made approximately only, and each such estimate shall be submitted to the Board of County Commissioners of Cook County and upon approval by said Board of Commissioners said County shall pay to said Contractor ninety per cent (90%) of the amount stated in said estimates.

At least one week before each payment falls due, said Contractor shall submit to said Superintendent of Department of Transportation and Highways requisition for such payment, and, shall, if required, submit therewith an itemized statement of the quantities and cost and proportionate profit of work performed to the termination of the period to be covered by such payment, together with an affidavit setting forth that the items in said statement are true and just, that the services were rendered, that the articles or materials were furnished, that the sum claimed is due and unpaid, after allowing all just credits, that all labor, materials, apparatus, fixtures, and machinery furnished or used have been paid for, and if not, stating those not paid for, giving the amount due, to whom due, and for what due, attaching to said affidavit waivers of lien from those mentioned in said exceptions as having unpaid claims, and such affidavit shall contain such other matter as may be deemed necessary by the said Superintendent of Department of Transportation and Highways to protect said County in its payments, and any such statement shall not be binding upon said Superintendent of Department of Transportation and Highways.

There shall be deducted from the amount so determined for the first fifty (50) percent of the completed work a sum of ten (10) percent to be retained until after the completion of the entire work to the satisfaction of the County. After fifty (50) percent or more of the work is completed, the County may, at its discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five (5) percent of the total adjusted contract price.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and the acceptance thereof by said County,

the Contractor will, upon notice from the said Superintendent of Department of Transportation and Highways, (which notice may be given by letter mailed to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Superintendent of Department of Transportation and Highways, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said Contractor to so make good, repair or replace said workmanship or materials, said County may do so or have same done by others, and said Contractor and the surety or sureties on his bond given for the faithful performance of this contract shall be liable to the County of Cook for all damages and expense occasioned by such failure, refusal or delay.

It is expressly and mutually covenanted and agreed that all of the Plans and Specifications hereinbefore mentioned and this Instrument together are the documents forming the contract between said County and said Contractor and are correlative, and whatever may be provided for and required by one of said documents shall be as binding as if provided for and required by two or more of them.

The Contractor expressly agrees that not less than the general prevailing rate of wages as found by The Board of County Commissioners for the County of Cook in accordance with the provisions of "An Act regulating wages of laborers, mechanics and other workmen employed under contracts for public works", Approved June 26, 1941, as amended, or such wage rates as may be determined by the court on appeal as in said Act provided, shall be paid to all laborers, workmen and mechanics performing work under this contract. The prevailing wage rates as found by the said Board of County Commissioners are on file in the office of the County Clerk for the County of Cook.

It is expressly understood and agreed that if the said Contractor shall fail, refuse or neglect to comply with said contract and Plans and Specifications or any provisions therein contained, or to proceed according to the terms of said contract and Plans and Specifications or any part thereof, in the manner and at the time as directed by the said Superintendent of Department of Transportation and Highways, then the said County shall have the right, and The Board of County Commissioners of Cook County is hereby given authority on behalf of the said County to declare this contract forfeited, and the said County may re-bid the whole or any part thereof upon such terms as it may see fit without prejudice to any of its rights herein.

It is expressly understood and agreed by the parties hereto that the Superintendent of Department of Transportation and Highways shall fix and determine the amount of damages to be paid to said County by the said Contractor by reason of the failure or refusal to perform this contract or comply with the provisions thereof as aforesaid, and the said Contractor hereby agrees to be held liable for the amount so fixed and determined and agrees to pay such amount; and the said County shall apply in payment of any such amount so fixed and determined any and all sums on hand or due and owing to said Contractor, and if there be not sufficient money on hand or due and owing to said Contractor to balance and pay said amount so fixed and determined, then, in such case, any amount remaining unpaid shall be a valid and subsisting claim against the said Contractor and the surety or sureties on his bond given for the faithful performance of this agreement.

**Lemont Township 2015 MFT Project**

**15-14136-90-RS**

**1555-14634**

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**CONTRACT  
EXHIBIT A  
SCHEDULING**

It is understood that time is of the essence to the contract. The following project milestones will apply to this contract. Failure to meet milestone dates listed below will result in liquidated damages being applied in accordance with Article 108.09 of the Standard Specifications. An extension of time for each requirement may be granted in accordance with Section 108.08 of the Standard Specifications.

**Milestone 1**

Requirement: **Submittal of Paperwork** including Progress Schedule, Request of Approval of Subcontractors and Request for Approval of Suppliers.

Due Date: **2 WEEKS FROM NOTICE TO PROCEED**

**Milestone 2**

Requirement: **Substantial Completion of Project and Pre-Final Inspection**

Due Date: **November 13, 2015**

**Milestone 3**

Requirement: **Completion of All Punch List Work, Final Inspection and Acceptance.**

Restrictions: Completion of all punch list work, final inspection and acceptance within 30 Calendar days from the Pre-Final inspection.

Due Date: **December 14, 2015**

**Milestone 4**

Requirement: **Return the Final Construction Report (Form 69)** with any changes indicated initialed and dated on the report and include any and all pertinent information to substantiate any changes.

Restrictions: Return the Final Construction Report (Form 69) within 21 days of receipt.

Due Date: **May 13, 2016**

**Milestone 5**

Requirement: **Submittal of All Required Closeout Paperwork** including but not limited to Contractor's Affidavit (BC 141), Affidavit of Subcontractors or Material Supplier (BC 151) for all subcontractors and suppliers utilized for this contract, D/M/WBE Payment Agreement (SBE 2115) for all minority subcontractors and all required missing documentation as indicated in the Final Construction Report (Form 69).

Restrictions: Submittal of All Required Closeout Paperwork within 6 months of Return of the Final Construction Report (Form 69) Milestone.

Due Date: **November 14, 2016**

Contractor:

*K-FIVE Construction*

LEMONT TOWNSHIP

2015 MOTOR FUEL TAX PROJECT - Various Locations

15-14136-90-RS

## SCHEDULE OF PRICES

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	514	SQ. YD.	BITUMINOUS SURFACE REMOVAL-BUTT JOINT	\$ <i>15.<sup>00</sup></i>	\$ <i>7710.<sup>00</sup></i>
2	1,452	SQ. YD.	BITUMINOUS SURFACE REMOVAL-DRIVEWAY BUTT JOINT	\$ <i>13.<sup>00</sup></i>	\$ <i>18,876.<sup>00</sup></i>
3	21,856	POUND	BITUMINOUS MATERIALS (PRIME COAT)	\$ <i>0.<sup>01</sup></i>	\$ <i>218.<sup>56</sup></i>
4	209	TON	HMA LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	\$ <i>80.<sup>00</sup></i>	\$ <i>16,720.<sup>00</sup></i>
5	2,563	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	\$ <i>80.<sup>00</sup></i>	\$ <i>205,040.<sup>00</sup></i>
6	26,145	SQ. YD.	HOT IN-PLACE RECYCLING	\$ <i>4.15</i>	\$ <i>108,501.<sup>75</sup></i>
7	2,614	GAL.	ASPHALT REJUVINATING AGENT	\$ <i>0.<sup>01</sup></i>	\$ <i>26.<sup>14</sup></i>
8	1	L.SUM	TRAFFIC PROTECTION	\$ <i>26,500.<sup>00</sup></i>	\$ <i>26,500.<sup>00</sup></i>
TOTAL					\$ <i>383,592.<sup>45</sup></i>

**BID DEPOSIT FORM**

**AS REQUIRED BY INSTRUCTION TO BIDDER OF/AND INCONJUNCTION  
WITH THE BID HEREWITH SUBMITTED**

**(THIS FORM MUST BE SUBMITTED WITH THE BID)**

**TO: COOK COUNTY DEPARTMENT OF TRANSPORTATION AND  
HIGHWAYS**

**BID FOR:**

K-FIVE Construction Corp.

**BID OPENING DATE:**

JULY 22, 2015

**We deposit (subject to all condition of said proposal) the following  
described deposit check:**

**( ) Cashier's Check ( ) Bank Draft ☒ Bid Bond ( ) Other**

**Drawn on:**

Continental Casualty  
Bank

Chicago  
City

IL  
State

**Draft or Check Number:**

**Date:**

**Amount: \$**

5<sup>th</sup> Bid Bond

**Submitted by:**

**Bidder**

**Street Address**

**City**

**State**

**Zip Code**

K-FIVE Construction Corp  
13769 Main St  
Lemont

IL 60439

**DO NOT WRITE IN THE SPACES BELOW**

**The above described Deposit Check is:**

**( ) Held \_\_\_\_\_**  
**( ) Mailed \_\_\_\_\_**  
**( ) Delivered To \_\_\_\_\_**  
**( ) Bond Substituted \_\_\_\_\_**  
**( ) Bond Mailed To \_\_\_\_\_**

**Date \_\_\_\_\_**  
**Date \_\_\_\_\_**  
**Date \_\_\_\_\_**  
**Date \_\_\_\_\_**  
**Date \_\_\_\_\_**